



ROANOKE CITY COUNCIL ROANOKE CITY SCHOOL BOARD AUGUST 5, 2013

9:00 A.M.

VIRGINIA WESTERN COMMUNITY COLLEGE NATURAL SCIENCES BUILDING CONFERENCE ROOM 3094 COLONIAL AVENUE, S. W.

AGENDA

- 1. Call to Order -- Roll Call.
 - City Council
 - School Board
- 2. Welcome and Opening Remarks.
 - Mayor David A. Bowers
 - Vice-Chairman Suzanne Moore
- 3. Administrative Briefings. Superintendent Rita Bishop
 - Introduction of new school staff
 - Dual Enrollment Report
 - CCAP Update
 - Enrollment/Graduation Rate of Minority Students
 - RCPS Plus Program Update
- 4. Board Update Regarding Legislative Efforts. School Trustee Annette Lewis
- 5. Comments by Council/School Board Trustees.
- 6. Recess Council/Adjourn-School Board.

To be reconvened at 10:30 a.m., in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W.



ROANOKE CITY COUNCIL INFORMAL SESSION

AUGUST 5, 2013 10:30 A.M.

CITY COUNCIL CHAMBER ROOM 450

AGENDA

Call to Order -- Roll Call

Welcome. Mayor David A. Bowers.

NOTICE

Today's briefings will be televised live and replayed on RVTV Channel 3 on Thursday, August 8 immediately following the 2:00 p.m. session at 7:00 p.m.; and Saturday, August 10 at 4:00 p.m. Council Meetings are offered with closed captioning for the hearing impaired.

ITEMS FOR ACTION:

A communication from Mayor David A. Bowers requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended. A list of current vacancies is included with the agenda for this meeting.

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A communication from Mayor David A. Bowers requesting that Council convene in a Closed Meeting to discuss the 2013 Citizen of the Year Award, pursuant to Section 2.2-3711 (A)(10), Code of Virginia (1950), as amended.

ITEMS LISTED ON THE 2:00 P.M. COUNCIL DOCKET REQUIRING DISCUSSION/CLARIFICATION AND ADDITIONS/DELETIONS TO THE 2:00 P.M. AGENDA. (5 MINUTES)

TOPICS FOR DISCUSSION BY THE MAYOR AND MEMBERS OF COUNCIL. (5 MINUTES)

BRIEFINGS:

Percent for Arts Funding Fiscal Year 2014
 Parks and Recreation Master Plan Implementation
 45 minutes

THE COUNCIL MEETING WILL STAND IN RECESS TO BE RECONVENED AT 2:00 P.M., IN THE COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING, S. W.



ROANOKE CITY COUNCIL REGULAR SESSION

AUGUST 5, 2013 2:00 P.M.

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Linda Taylor, Pastor, Unity of Roanoke Valley Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor David A. Bowers.

Welcome. Mayor Bowers.

NOTICE

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, August 8 at 7:00 p.m., and Saturday, August 10 at 4:00 p.m. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION.

THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT <u>WWW.ROANOKEVA.GOV</u>, CLICK ON THE GOVERNMENT ICON.

NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. SPECIAL ASSISTANCE IS AVAILABLE FOR DISABLED PERSONS ADDRESSING CITY COUNCIL. EFFORTS WILL BE MADE TO PROVIDE ADAPTATIONS OR ACCOMMODATIONS BASED ON INDIVIDUAL NEEDS OF QUALIFIED INDIVIDUALS WITH DISABILITIES, PROVIDED THAT REASONABLE ADVANCE NOTIFICATION HAS BEEN RECEIVED BY THE CITY CLERK'S OFFICE.

PERSONS WISHING TO ADDRESS COUNCIL WILL BE REQUIRED TO CONTACT THE CITY CLERK'S OFFICE PRIOR TO THE MONDAY COUNCIL MEETING, OR REGISTER WITH THE STAFF ASSISTANT AT THE ENTRANCE TO THE COUNCIL CHAMBER PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING. ONCE THE COUNCIL MEETING HAS CONVENED, THERE WILL BE NO FURTHER REGISTRATION OF SPEAKERS, EXCEPT FOR PUBLIC HEARING MATTERS. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH; HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE MAY CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE TO OBTAIN AN APPLICATION.

THE COUNCIL OF THE CITY OF ROANOKE IS SEEKING APPLICATIONS FOR THE FOLLOWING CURRENT OR UPCOMING EXPIRATIONS OF TERMS OF OFFICE:

BUILDING AND FIRE CODE BOARD OF APPEALS(ONE UNEXPIRED TERM ENDING JUNE 30, 2015)

PARKS AND RECREATION ADVISORY BOARD (ONE UNEXPIRED TERM ENDING MARCH 31, 2014)

ROANOKE NEIGHBORHOOD ADVOCATES (ONE THREE-YEAR TERM OF OFFICE)

THE CITY OF ROANOKE ALSO IS ACCEPTING NOMINATIONS FOR THE 2013 CITIZEN OF THE YEAR. TO OBTAIN A NOMINATION FORM, CONTACT THE CITY CLERK'S OFFICE OR ACCESS THE FORM ON THE CITY CLERK'S WEBPAGE AT WWW.ROANOKEVA.GOV/CITYCLERK. DEADLINE FOR RECEIPT OF NOMINATIONS IS MONDAY, SEPTEMBER 30, 2013.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of the Roanoke City Swim Barracudas.

3. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. ALL MATTERS WILL BE REFERRED TO THE CITY MANAGER FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL, AS HE MAY DEEM APPROPRIATE.

4. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

C-1 Minutes of the regular meetings of Council held on Monday, May 20, 2013; and Monday, June 3, 2013.

RECOMMENDED ACTION: Dispense with the reading of the minutes and

approve as recorded.

C-2 A communication from the City Manager requesting that Council schedule a public hearing for Monday, August 19, 2013 at 7:00 p.m., or as soon thereafter as the matter may be heard, to consider the conveyance of City-owned property located at 515 Eighth Street, S. W., to Edward B. Walker.

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RECOMMENDED ACTION: Concur in the request.

C-3 A communication from the Director of Finance requesting that Council schedule a public hearing for Monday, August 19, 2013 at 7:00 p.m., or as soon thereafter as the matter may be heard, on the adoption of an amendment to the Roanoke City Public Schools FY 2012 - 2013 Budget.

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RECOMMENDED ACTION: Concur in the request.

C-4 A communication from the City Clerk advising of the resignation of Barry Baird as a member of the Building and Fire Code Board of Appeals, effective immediately.

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RECOMMENDED ACTION:

Accept the resignation and receive and file the

communication.

C-5 A communication from the City Clerk advising of the resignation of Christopher Walters as a member of the Parks and Recreation Advisory Board, effective immediately.

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RECOMMENDED ACTION:

Accept the resignation and receive and file the

communication.

C-6 Reports of qualification of the following individuals:

Douglas Robison as the City representative of the Roanoke Valley Convention and Visitors Bureau, Board of Directors for a one-year term of office ending June 30, 2014;

Patice Holland as a member of the Roanoke Arts Commission for a three-year term of office ending June 30, 2016;

James Ritchie as a City representative of the Roanoke Valley Greenway Commission for a three-year term of office ending June 30, 2016;

Anthony Tate as a member of the Roanoke Neighborhood Advocates for a three-year term of office ending June 30, 2016;

Gilbert E. Butler, Jr., as a Commissioner of the Roanoke Redevelopment and Housing Authority for a four-year term of office ending August 31, 2017; and

Thomas Turner as a member of the Mill Mountain Advisory Committee for a three-year term of office ending June 30, 2016.

RECOMMENDED ACTION:

Receive and file.

REGULAR AGENDA

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS:

a. A communication from the Commonwealth's Attorney recommending acceptance and transfer/appropriation of funds for the Victim/Witness Program Grant; and a communication from the City Manager concurring in the recommendation.

P 18 R 22 B/O 23

7. REPORTS OF CITY OFFICERS AND COMMENTS OF CITY MANAGER:

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance and appropriation of funds from the Virginia Department of Criminal Justice Services for the 2013 Federal Edward Byrne Justice Assistance Grant to support the Drug Market Initiative (DMI) in the Hurt Park and Melrose neighborhoods.

P 24 R 25 B/O 26

 Acceptance and appropriation of funds from the Department of Criminal Justice Services for the Edward Byrne Memorial Justice Assistance Grant for the Intensive Supervision Juvenile Probation Program to provide for one specialized probation officer to handle an intensive caseload of high risk youth with drug trafficking offenses.

P 27 R 37 B/O 38

3. Acceptance and appropriation of funds from the Virginia Department of Criminal Justice Services under the Juvenile Justice and Delinquency Prevention Title II Grant Program; and authorization to execute an agreement with Family Service of Roanoke Valley to replicate the Positive Action youth crime and substance use avoidance model program by working with 150 City of Roanoke children enrolled in four after school programs.

P 39 R 49 B/O 50 4. Acceptance and appropriation of funds from the Virginia Department of Forestry for the Urban and Community Forestry Grants; and execution of a Memorandum of Agreement in connection therewith.

P 51 R 70 B/O 71

5. Acceptance and appropriation of funds from the Commonwealth of Virginia Commission for the 2013 - 2014 Arts Local Government Challenge Grant for various allocations to certain art organizations based on recommendations developed by the Roanoke Arts Commission.

P 72 R 77 B/O 79

6. Acceptance and appropriation/transfer of funds from the U.S. Department of Housing and Urban Development (HUD) 2013 - 2014 Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) to provide for a variety of activities ranging from housing and community development to rapid re-housing and economic development.

P 80 R 89 B/O 91

7. Acceptance and appropriation/transfer of the Fiscal Year 2014 Revenue Sharing Program Award and Regional Surface Transportation funds; execution of а Standard **Project** Administration Administration and Programmatic Project Agreements with the Virginia Department of Transportation for five infrastructure improvement projects; and acceptance of a donation from Pathfinders for Greenways and the Roanoke Valley Greenways Commission for further development of the Roanoke River Greenway Trail.

P 95 R 112 R 116 B/O 118

8. Acceptance and appropriation of additional funds from the Virginia Department of Transportation for the Orange Avenue and Blue Hills Drive/Mexico Way Intersection Improvement Project; and execution of a revised Appendix A to the Standard Project Administration Agreement for Federal-aid Projects for said project.

P 120 R 125 B/O 127

 Acceptance of a donation of two LED display battery powered radar signs from the Berglund-Farrell Organization for use by the Police Department.

P 128 R 129

10. Approval of the Public Art Action Plan for Fiscal Year 2014.

P 130 R 132

11. Execution of additional amendments to the City's contract with SFCS, Inc., for additional professional services; and appropriation of funds in connection therewith.

P 133 R 135 B/O 137

COMMENTS OF CITY MANAGER.

8. REPORTS OF COMMITTEES: NONE.

9. UNFINISHED BUSINESS:

a. Continuation of the matter with regard to a communication from the City Treasurer recommending the creation of the VACo/VML Virginia Investment Pool Trust Fund. (Matter was tabled at the September 4, 2012 Meeting)

P 138 O 170

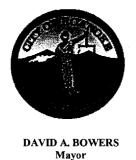
10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

11. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

CERTIFICATION OF CLOSED MEETING.

12. ADJOURN.



CITY OF ROANOKE OFFICE OF THE MAYOR

215 Church Avenue, S. W., Room 452 Roanoke, Virginia 24011-1536 Telephone: (540) 853-2444 Fax: (540) 853-1145

August 5, 2013

The Honorable Vice-Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Members of Council:

This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended. A list of current vacancies is included with the agenda for this meeting.

Sincerely,

David A. Bowers

Mayor

DAB:ctw

COMMITTEE VACANCIES/REAPPOINTMENTS August 5, 2013

VACANCIES:

Three-year term of office of Braxton Naff as a member of the Roanoke Neighborhood Advocates ending June 30, 2016.

Unexpired term of Barry Baird as a member of the Building and Fire Code Board of Appeals ending June 30, 2015.

Unexpired term of Christopher Walters as a member of the Parks and Recreation Advisory Board ending March 31, 2014.



Mayor

CITY OF ROANOKE OFFICE OF THE MAYOR

215 Church Avenue, S. W., Room 452 Roanoke, Virginia 24011-1536 Telephone: (540) 853-2444 Fax: (540) 853-1145

August 5, 2013

The Honorable Vice-Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Members of Council:

This is to request a Closed Meeting to discuss the 2013 Citizen of the Year Award, pursuant to Section 2.2-3711 (A)(10), Code of Virginia (1950), as amended.

Sincerely,

David A. Bowers

Mayor

DAB:ctw



CITY COUNCIL AGENDA REPORT

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Request to Schedule a Public Hearing for the Conveyance of City-Owned Property located at 515 Eighth Street, S.W., Roanoke, Virginia

24016

Background:

Edward B. Walker (Purchaser) has made a proposal to acquire the City-owned parcel located at 515 Eighth Street, S.W., Roanoke, VA 24016 (Tax Map Number 1113111), the former Health Department facility, which is a strategic location in the City's community development target area. Purchaser proposes to renovate the existing building resulting in approximately 20,000 square feet of commercial, office, business, and residential uses, the specific composition, allocation, and arrangement of which will be determined by the Purchaser.

The proposal includes a purchase price of \$10. Purchaser has agreed to several conditions in exchange for the nominal purchase price. These conditions include: initiation of substantial renovation work on the Project within seven hundred thirty (730) days after the Closing, with substantial completion of all work within three hundred sixty five (365) days after such work is initiated. "Substantial renovation work" includes Purchaser having hired a contractor or contractors to construct and complete the Project and that such contractor(s) has obtained the required building permits and licenses and is actively working full time on the Project and will continue to do so, without interruption, until the Project is completed. In the event that Purchaser fails to meet such conditions, Purchaser shall pay One Hundred Forty Thousand Dollars (\$140,000) to the City.

A contract has been negotiated for the sale of the property to the Purchaser under certain terms, conditions and performance obligations both prior to, and subsequent to, the real estate closing. A public hearing is required prior to City Council authorizing the execution of the contract for the conveyance of the City-owned property.

Recommended Action:

Authorize the scheduling of a public hearing at City Council's meeting on August 19, 2013, at 7:00 p.m., to consider the conveyance of the aforementioned property.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

R. Brian Townsend, Assistant City Manager for Community Development

Susan S. Lower, Director, Real Estate Valuation Wayne F. Bowers, Director, Economic Development





CITY COUNCIL AGENDA REPORT

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Public Hearing on an Amendment to the Roanoke City Public Schools (RCPS)

FY 2012-2013 Categorical Budget

Background/Considerations:

On June 24, 2013, the School Board approved an amendment to the RCPS FY 2012-2013 Categorical Budget for the General Fund, the Food Service Fund and the Athletics Fund. The amendments are as follows:

	JULY 2012 AMENDED BUDGET	PROPOSED AMENDED BUDGET	INCREASE
GENERAL FUND	\$149,018,386	\$155,018,386	\$ 6,000,000
FOOD SERVICE FUND	\$ 6,250,000	\$ 7,250,000	\$ 1,000,000
ATHLETICS FUND	\$ 1,600,000	\$ 1,700,000	\$100,000

The General Fund expenditure budget is expected to come very close to the adopted budget and the increase approved by the School Board was based on the level of outstanding purchase commitments at the end of June. The Athletics Fund increase is due to higher participation in school sports requiring the purchase of additional uniforms and equipment. The Food Service Fund increase is a result of new nutritional standards, increased food quality requirements and a higher allocation of indirect costs.

Council authorization of a public hearing on the amendment of the RCPS FY 2012-2013 Categorical Budget is required to ensure that the public hearing notice is published in accordance with State Code requirements.

Recommended Action:

Authorize a public hearing to be scheduled at City Council's meeting on August 19, 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, on an amendment of the RCPS FY 2012-2013 Categorical Budget. This authorization includes proper notification and publication of such public hearing in accordance with State Code requirements on or about August 12th.

ANN H. SHAWVER Director of Finance

Distribution: Council Appointed Officers

Rita D. Bishop, Superintendent, RCPS

Curtis Baker, Deputy Superintendent for Operations, RCPS



STEPHANIE M. MOON, MMC City Clerk

CITY OF ROANOKE OFFICE OF THE CITY CLERK

215 Church Avenue, S. W., Suite 456 Roanoke, Virginia 24011-1536 Telephone: (540) 853-2541

Telephone: (540) 853-2541 Fax: (540) 853-1145 E-mail: clerk@roanokeva.gov

JONATHAN E. CRAFT, CMC Deputy City Clerk CECELIA T. WEBB, CMC

CECELIA T. WEBB, CMC Assistant Deputy City Clerk

August 5, 2013

The Honorable Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Mayor Bowers and Members of Council:

This is to advise that Barry Baird has tendered his resignation as a member of the Building and Fire Code Board of Appeals, effective immediately.

Sincerely,

Stephanie M. Moon, MMC

terhance m. moon

City Clerk



STEPHANIE M. MOON, MMC City Clerk

CITY OF ROANOKE OFFICE OF THE CITY CLERK

215 Church Avenue, S. W., Suite 456 Roanoke, Virginia 24011-1536 Telephone: (540) 853-2541

Telephone: (540) 853-2541 Fax: (540) 853-1145 E-mail: clerk@roanokeva.gov

JONATHAN E. CRAFT, CMC Deputy City Clerk

CECELIA T. WEBB, CMC Assistant Deputy City Clerk

August 5, 2013

The Honorable Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Mayor Bowers and Members of Council:

This is to advise that Christopher Walters has tendered his resignation as a member of the Parks and Recreation Advisory Board, effective immediately.

Sincerely,

Stephanie M. Moon, MMC

City Clerk

COMMONWEALTH OF VIRGINIA



DONALD S. CALDWELL COMMONWEALTH'S ATTORNEY

AREA CODE 540 Tel. No. 853-2626 FAX 853-1201

CITY OF ROANOKE

OFFICE OF THE COMMONWEALTH'S ATTORNEY
315 CHURCH AVENUE
ROANOKE, VIRGINIA 24016

August 5, 2013

Honorable David A. Bowers, Mayor Honorable Court G. Rosen, Vice-Mayor Honorable William D. Bestpitch, Council Member Honorable Raphael E. Ferris, Council Member Honorable Sherman P. Lea, Council Member Honorable Anita J. Price, Council Member Honorable David B. Trinkle, Council Member

Dear Mayor Bowers and Members of City Council:

Subject: Acceptance of the Victim Witness Program Grant

Background:

The Victim/Witness Assistance Program has been awarded a twelve month \$117,419 grant (#14-T8554VW13) from the Department of Criminal Justice Services (DCJS). This grant will allow the Victim/Witness Assistance Program to continue to provide comprehensive information and direct services to crime victims and witnesses in accordance with the Virginia Crime Victim and Witness Rights Act.

The Victim/Witness Program continues to operate with a full-time coordinator for the Circuit Court, as well as one full-time assistant for the Juvenile and Domestic Relations Court and one full-time assistant for the General District Court.

The Victim/Witness Program is coordinated by the Office of the Commonwealth's Attorney.

Considerations:

The cost to the City for the grant would be \$35,140 as a local cash match for a total grant budget of \$152,559. The local cash match reflects the two percent pay raise and the one percent raise allocated for the 401H Retirement Health Saving Plan for FY 2013-2014. This local cash match is included in the General Fund FY 2013-2014 adopted budget in the Transfer to Grant Fund account (01-250-9310-9535).

COMMONWEALTH OF VIRGINIA

DONALD S. CALDWELL COMMONWEALTH'S ATTORNEY

Area Code 540 Tel. No. 853-2626 Fax 853-1201

CITY OF ROANOKE

OFFICE OF THE COMMONWEALTH'S ATTORNEY
315 CHURCH AVENUE
ROANOKE, VIRGINIA 24016

Recommendations:

Accept the Victim/Witness Grant #14-T8554VW13 of \$117,419 with the City of Roanoke providing \$35,140 as a local cash match from the funding provided in the Transfer to Grant Fund account.

Authorize the City Manager to sign and execute all appropriate documents, approved as to form by the City Attorney, to obtain Grant #14-T8554VW13.

Adopt the accompanying budget ordinance to establish revenue estimates of \$117,419 in state grant funds and \$35,140 in local match in the Grant Fund, to transfer local match totaling \$35,140 from the General Fund and to appropriate funding totaling \$152,559 as outlined on Attachment A in accounts to be established in the Grant Fund by the Director of Finance.

Respectfully submitted,

Donald S. Caldwell
Commonwealth's Attorney

DSC:jsl,kw

c: Christopher P. Morrill, City Manager Daniel Callaghan, City Attorney Ann H. Shawver, Director of Finance Stephanie M. Moon, City Clerk Victim Witness Coordinator

ATTACHMENT A PROGRAM BUDGET

1002	Regular Employee Salaries \$ 103,06	
1105	City Retirement	\$ 11,579
1115	ICMA Retirement	\$ 3,524
1116	ICMA Match	\$ 0
1120	FICA	\$ 7,884
1125	Medical Insurance	\$ 17,838
1126	Dental Insurance	\$ 1,026
1130	Life Insurance	\$ 1,226
1131	Disability Insurance	\$ 289
2020	Telephone	\$ 812
2030	Administrative Supplies	\$ 1,046
2042	Dues/Membership	\$ 75
2044	Training and Development	\$ 2,338
2144	Travel	\$ 0
2160	Postage	\$ 1,860
	TOTAL	\$152,559



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 5, 2013

Subject: Acceptance of Victim Witness Program Grant

I concur with the recommendation from Donald S. Caldwell, Commonwealth's Attorney for the City of Roanoke, with respect to the subject referenced above. I recommend that City Council accept funding from the Department of Criminal Justice Services in the amount of \$117,419 with the City of Roanoke providing local match funding in the amount of \$35,140 - totaling \$152,559.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

The

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of a Victim/Witness Assistance Program grant from the Commonwealth of Virginia Department of Criminal Justice Services, and authorizing execution of any required documentation on behalf of the City.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The City Manager is hereby authorized on behalf of the City to accept from the Commonwealth of Virginia Department of Criminal Justice Services a Victim/Witness Assistance Program grant in the amount of \$117,419 for Fiscal Year 2013-2014, such grant being more particularly described in the report to Council dated August 5, 2013.
 - 2. The local cash match for Fiscal Year 2013-2014 shall be in the amount of \$35,140.
- 3. The City Manager is hereby authorized to execute and file, on behalf of the City, any documents setting forth the conditions of the grant in a form approved by the City Attorney.
- 4. The City Manager is further directed to furnish such additional information as may be required by the Department of Criminal Justice Services in connection with the acceptance of the foregoing grant or with such project.

ATTEST:

City Clerk.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Victim Witness Program Grant, amending and reordaining certain sections of the 2013-2014 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Regular Employee Salaries	35-150-4556-1002	\$ 102,430
City Retirement	35-150-4556-1105	11,579
ICMA Retirement	35-150-4556-1115	3,524
401 Health Savings	35-150-4556-1117	632
FICA	35-150-4556-1120	7,884
Medical Insurance	35-150-4556-1125	17,838
Dental Insurance	35-150-4556-1126	1,026
Life Insurance	35-150-4556-1130	1,226
Disability Insurance	35-150-4556-1131	289
Telephone	35-150-4556-2020	812
Administrative Supplies	35-150-4556-2030	1,046
Dues and Memberships	35-150-4556-2042	75
Training and Development	35-150-4556-2044	2,338
Postage	35-150-4556-2160	1,860
Revenues		
Victim Witness FY14 - State	35-150-4556-4556	117,419
Victim Witness FY14 - Local Match	35-150-4556-4557	35,140

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Byrne Drug Market Initiative FY14

Background:

The Virginia Department of Criminal Justice Services is the administering agency for Federal Edward Byrne Justice Assistance Grant funding that is allocated to localities. The Roanoke Police Department has been awarded a \$56,250 competitive programming grant to support its Drug Market Initiative in the Hurt Park and Melrose neighborhoods.

The grant will be utilized to fund overtime, surveillance equipment, and community cleanup supplies. A twenty-five percent (25%) local cash match is required and is available in the Grant Fund in account 35-300-9700-5415.

Recommended Action:

Accept the 2013 Edward Byrne/Justice Assistance Grant described above and authorize the City Manager to execute the grant agreement and any related documents; all such documents to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the Grant Fund for State grant funds of \$56,250, transfer funding in the amount of \$18,750 from account 35-300-9700-5415 to provide local match funding, and appropriate total funding of \$75,000 for overtime, FICA, and expendable equipment in an account to be established by the Director of Finance in the Grant Fund.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

R. Brian Townsend, Assistant City Manager for Community Development

Christopher C. Perkins, Chief of Police

Amelia C. Merchant, Director of Management and Budget

The

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of the Edward Byrne Justice Assistance Grant Program from the Virginia Department of Criminal Justice Services, and authorizing execution of any required documentation on behalf of the City.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City Manager is hereby authorized on behalf of the City to accept from the Virginia Department of Criminal Justice Services, the Edward Byrne Justice Assistance Grant Program in the amount of \$56,250, with a \$18,750 local match from the City required, making a total award of \$75,000, for the term beginning July 1, 2013, through June 30, 2014, to be used to support the Roanoke City Police Department's Drug Market Initiative in the Hurt Park and Melrose neighborhoods, as more particularly described in the City Council Agenda Report dated August 5, 2013.

- 2. The City Manager is hereby authorized to execute and file, on behalf of the City, any documents necessary to accept the grant, in a form approved by the City Attorney.
- 3. The City Manager is further directed to furnish such additional information as may be required in connection with the City's acceptance of this grant.

ATTEST:

City Clerk



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the U.S. Department of Justice through the Commonwealth of Virginia Department of Criminal Justice Services for the Edward Byrne Justice Assistance grant, amending and reordaining certain sections of the 2013-2014 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Overtime	35-640-3588-1003	\$ 51,092
FICA	35-640-3588-1120	3,908
Administrative Supplies	35-640-3588-2030	250
Expendable Equipment (< \$5,000)	35-640-3588-2035	15,000
Program Activities	35-640-3588-2066	3,500
Printing	35-640-3588-2075	1,000
Postage	35-640-3588-2160	250
Revenues		
Byrne JAG Drug Market Initiative FY14	35-640-3588-3588	56,250
Byrne JAG Drug Market Initiative FY14 - Local	35-640-3588-3589	18,750

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.





CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 5, 2013

Subject: Acceptance of Continuation Funding of Edward Byrne Memorial

Justice Assistance Grant (JAG) Funding—Intensive Supervision

Juvenile Probation Program

Background:

The Virginia Department of Criminal Justice Services has awarded the City of Roanoke Federal funding from the Edward Byrne Memorial Justice Assistance Grant program for an Intensive Supervision Juvenile Probation Program for the fourth consecutive year. The amount of the grant is \$48,748 for a one year term beginning July 1, 2013. The grant requires a local match of \$6,075. The local match is available and will be transferred from the Grant Local Match Funding (account 35-300-9700-5415). An additional transfer from the General Fund to the Grant Fund (account 01-250-9310-9535) in the amount of \$1,400 will be needed to fund the 2% pay raise and the 1% Retirement Health Savings Account (RHSA) contribution effective July 1, 2013. The Intensive Supervision Juvenile Probation Program is operated by the City of Roanoke Human Services Department, Juvenile Justice Services Division with a cooperative supervision agreement with the 23-A Court Service Unit (CSU). The funding provides for one Specialized Probation Officer to handle an intensive caseload of high risk youth with drug trafficking offenses.

The focus of this program is to reduce recidivism of non-violent offenders and improve the outcomes of youth in aftercare and reentry into the community. The program uses the "Intensive Supervision Juvenile Probation" evidence-based strategy from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Model Programs Guide. The program has four intensive program phases designed to provide assessment and supervision, counseling, community service and reparation, and preparation for the youth's independent functioning in the community.

Considerations:

Services for this specialized population of juvenile offenders will continue uninterrupted as they progress through program phases. More frequent and intensive probation supervision and intervention leads to the goals of reduction of number of youth with drug trafficking offenses, prevents recidivism, and diverts juvenile offenders from more serious crimes that can lead to incarceration. In the program's first year, no youth participating in the program were charged with new drug offenses.

Recommended Action:

Adopt a resolution accepting the Edward Byrne Memorial Justice Assistance Grant funding from the Virginia Department of Criminal Justice Services Grant #14-D2134AD12 for the Intensive Supervision Juvenile Probation Program.

Authorize the City Manager to execute any forms required by the Virginia Department of Criminal Justice Services in order to accept these funds; such documents to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish revenue estimates for Federal grant funds of \$48,748. Transfer funding in the amount of \$6,075 from the Grant Local Matching Fund (account 35-300-9700-5415), and \$1,400 from the General Fund (01-250-9310-9535) to the Grant Fund. Appropriate funding in the amount of \$56,223 to expenditure accounts to be established by the Director of Finance as detailed in Attachment A.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

Brian Townsend, Assistant City Manager for Community Development

Jane Conlin, Director of Human and Social Services

James O'Hare, Youth Care Administrator

Attachment A Edward Byrne Memorial Justice Assistance Grant – Intensive Supervision Juvenile Probation Program 2013—2014 Account Set-up Transactions

Account No.	Description	Amount
35-630-4996-4996	Federal Pass-thru Revenue—2013/2014 Byrne JAG grant # 14-D2134AD12	\$48,748.00
35-630-4996-4997	Local Revenue - Transfer from Grant Matching Account Fund (35-300-9700- 5415)	\$6,075.00
35-630-4996-4997	Local Revenue – General Fund Transfer to Grant Fund (01-250-9310-9535) to cover 2% pay raise effective 7/1/13 and the 1% RHSA raise	\$1,400.00
	Total Revenues	\$56,223.00
Expenditures:		
35-630-4996-1002	Regular Salaries	\$38,224.00
35-630-4996-1105	Retirement	\$6,926.00
35-630-4996-1120	FICA	\$2,924.00
35-630-4996-1125	Health	\$5,664.00
35-630-4996-1126	Dental	\$331.00
35-630-4996-1130	Life	\$455.00
35-630-4996-1131	Long Term Disability	\$107.00
35-630-4996-2021	Telephone Cellular	\$600.00
35-630-4996-2030	Administrative Supplies	\$443.00
35-630-4996-2046	Local Mileage	\$549.00
	Total Expenditures	\$56,223.00



COMMONWEALTH of VIRGINIA

Garth L. Wheeler Director

Department of Criminal Justice Services

June 21, 2013

1100 Bank Street Richmond, Virginia 23219 (804) 786-4000 TDD (804) 386-8732

Mr. Christopher P. Morrill City Manager City of Roanoke 215 Church Avenue, SW Roanoke, VA 24011

Title: Byrne/JAG - Intensive Supervision Juvenile Probation Program

Dear Mr. Morrill:

I am pleased to advise you that grant number 14-D2134AD12 for the above-referenced grant program has been approved for a total of \$48,748 in Federal Funds and \$2,565 in Matching Funds for a total award of \$51,313.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the <u>Post Award Instructions and Reporting Requirements</u>. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please call Demian Futterman at (804) 786-0092.

Sincerely,

Plat Z. Who

Garth L. Wheeler

Enclosures

cc:

Ms. Carol Tuning, Human Services Coordinator

Ms. Ann Shawver, Director of Finance Mr. Demian Futterman, DCJS Monitor

Criminal Justice Service Board • Committee on Training • Advisory Committee on Juvenile Justice Advisory Committee to Court Appointed Special Advocate and Children's Justice Act Programs Private Security Services Advisory Board • Criminal Justice Information Systems Committee

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

Subgrantee: Roanoke City

Date: June 21, 2013

Grant Period:

Grant Number:

From:

07/01/2013

Through:

06/30/2014

14-D2134AD12

Project Director	Project Administrator	Finance Officer	
Ms. Carol Tuning	Mr. Christopher P. Morrill	Ms. Ann Shawver	
Human Services Coordinator	City Manager	Director of Finance	
City of Roanoke	City of Roanoke	City of Roanoke	
339 Salem Avenue, SW	215 Church Avenue, SW	215 Church Avenue, SW, Rm 461	
Roanoke, VA 24016	Roanoke, VA 24011	Roanoke, VA 24011	
Phone: (540) 853-1721	Phone: (540) 853-2333	Phone: (540) 853-2821	
Email: carol.tuning@roanokeva.gov	Email: chris.morrill@roanokeva.gov	Email: Ann.Shawver@roanokeva.gov	

Grant Award Budget

		CJS Funds			
Budget Categories	Federal	General	Special	Local	TOTALS
Travel	\$522	\$0	\$0	\$27	\$549
Supplies/Other	\$991	\$0	\$0	\$52	\$1,043
Personnel	\$47,235	\$0	\$0	\$2,486	\$49,721
Indirect Cost	\$ 0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Consultant	\$0	\$0	\$0	\$0	\$0
Totals	\$48,748	\$0	\$0	\$2,565	\$51,313

This grant is subject to all rules, regulations, and criteria	a included in the grant	guidelines and the	special
conditions attached thereto.	110-1	, ,	

Garth L. Wheeler, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this day of 0.20, 0.20

Signature:	
Title:	

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services 1100 Bank Street, 12th Floor Richmond, Virginia 23219

Edward Byrne/Justice Assistance Grant Program - Localities

Subgrantee: Roanoke City Grant Number: 14-D2134AD12

Federal Catalog Number: 16.738

Title: Intensive Supervision Juvenile Probation Program Date: June 21, 2013

The following conditions are attached to and made a part of this grant award:

- 1. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
 - to use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
 - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
 - and to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.
- 2. The subgrantee agrees to submit such reports as requested by DCJS on forms provided by DCJS. Funds from this grant will not be disbursed, if any of the required Financial or Progress reports are overdue by more than 30 days unless you can show good cause for missing the reporting deadline.
- 3. Grant funds, including state and local match, may be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. The grant recipient agrees to supply a final grant financial report and return all received and unexpended grant funds (exclusive of local match) to DCJS within 90 days after the end of the grant liquidation period.
- 4. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
- 5. Subgrantee may follow their own established travel rates if they have an established travel policy. If a subgrantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for <u>actual</u> reasonable expenses. Please refer to the following IRS website for the most current mileage rate: http://www.irs.gov/taxpros/article/0.sid=156624,00.html: Transportation costs for air and rail must be at coach rates.
- 6. Within 60 days of the starting date of the grant, the subgrantee must initiate the project funded. If not, the subgrantee must report to the DCJS, by letter, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must obtain approval in writing from the DCJS for a new implementation date or the DCJS may cancel and terminate the project and redistribute the funds.
- 7. No amendment to the approved budget may be made without the approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. Budget amendments must be requested using the online Grants Management Information System (GMIS), accompanied with a narrative. The deadline for all budget amendments to be submitted will be 60 days prior to the end of the grant year.
- 8. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.
- 9. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.

- 10. Acceptance of this grant award by the local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accord with the local government's established employment and personnel policies; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.
- 11. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.
- 12. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:
 - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C:
 - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
 - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery
 of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42,
 Subpart G:
 - Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
 - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
 - The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
 - The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
 - The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDPA-funded programs or activities (42 U.S.C. § 5672(b)).
 - Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the
 delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs
 or activities. (42 U.S.C. § 10604).
- 13. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 14. PROJECT INCOME: Any funds generated as a direct result of DCJS grant-funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).
- 15. Prior to DCJS disbursing funds, the Subgrantee must comply with the following special conditions:



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Garth L. Wheeler Director

NOTICE

1100 Bank Street Richmond, Virginia 23219 : (804) 786-4000 TDD (804) 386-8732

To: Grants Project Administrator

From: Janice Waddy, DCJS Grants Administrator

Re: Post Award Instructions and Reporting Requirements

PLEASE READ VERY CAREFULLY.

☐ GRANT AWARD AND SPECIAL CONDITIONS:

Please review your Award and Special Conditions very carefully. Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released. Sign and date the grant award acceptance and submit any Special Condition documentation to:

Grants Administration
Department of Criminal Justice Services

1100 Bank Street, 12th Floor
Richmond, Virginia 23219

□ REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit on-line quarterly progress and financial reports for this grant throughout the grant period, as well as final reports to close the grant. No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial and Progress reports for the current grant are more than thirty (30) days overdue. For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports and progress reports* are due no later than the close of business on the 12th working day after the end of the quarter (*except Offender Reentry and Transitional Services (formerly papers) reports which are due by the last working day of the end of the following month). Also, V-STOP and Sexual Assault Grant Programs' progress reports are submitted on semi-annual basis 12th working day after 6/30 and 12/31 quarters. Reports are required even if no expenditures have occurred during the quarter.

Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation. A schedule of due dates is also attached for your reference.

□ **PROGRESS REPORTS**

Information on submitting quarterly progress reports will be sent at a later date

□ FINANCIAL REPORTS

Refer to our website for submitting financial reports through the Grants Management Online Information System. In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. The address is http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4.

Paper copies of the financial reports will no longer be accepted! You are required to use the online system in reporting your expenditures.

□ REQUESTING GRANT FUNDS

Refer to our website for requesting funds through the Grants Management Online Information System. In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. *Please note, you can access this system using the same password assigned for the on-line financial reporting system. The address is:

http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4.

You are required to use the online system for requesting funds.

□ BUDGET AMENDMENTS

Budgets can be amended in most DCJS grant programs with prior approval. Please review your special conditions carefully to determine the requirements and procedures for amending budgets. Refer to our website for the Grants Management Online Information System.

*Please note again that you can access this system using the same password assigned for the on-line financial reporting system. The address is:

http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4. Paper copies of the Budget Amendments will no longer be accepted. You are required to use the on-line system for submitting budget amendments.

If you have any questions, please contact Virginia Sneed (804) 786-5491 or by e-mail at virginia sneed@dcjs.virginia.gov.

genpgms.

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PROJECTED DUE DATES FINANCIAL & PROGRESS REPORTS

Reports are due by the 12th working day following the close of the quarter covered in the report. Financial reports are required even if no expenditures have occurred.

**Please note that V-STOP and Sexual Assault progress reports are semi-annual and due the 12^{th} working day after 6/30 and 12/31.

DUE DATE
4/16/2013
7/17/2013
10/17/2013
1/21/2014
4/16/2014
7/17/2014
10/17/2014

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of the Edward Byrne Memorial Justice Assistance Grant from the Virginia Department of Criminal Justice Services, and authorizing execution of any required documentation on behalf of the City.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The City of Roanoke does hereby accept from the Virginia Department of Criminal Justice Services, the Edward Byrne Memorial Justice Assistance Grant in the amount of \$48,748, with a local match required from the City in the amount of \$6,075, and an additional local payment of \$1,400 to fund the 2% employee pay raise and the 1% contribution to the employees' retirement health savings account, for a total amount of \$56,223, for the term beginning July 1, 2013 through June 30, 2014, to be used for an Intensive Supervision Juvenile Probation Program, an evidence based treatment program designed to reduce recidivism of non-violent offenders and improve the outcomes of youth in aftercare and reentry into the community. Such Grant is more particularly described in the City Council Agenda Report dated August 5, 2013.
- 2. The City Manager is hereby authorized to execute and file, on behalf of the City, any documents necessary to accept this Grant, in a form approved by the City Attorney.
- 3. The City Manager is further directed to furnish such additional information as may be required in connection with the City's acceptance of this Grant.

ATTEST:



AN ORDINANCE to appropriate funding from the Federal government through the Commonwealth of Virginia for the Roanoke Intensive Supervision Juvenile Probation Program, an Edward Byrne Memorial Justice Assistance Grant, amending and reordaining certain sections of the 2013-2014 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Regular Wages	35-630-4994-1002	\$ 37,845
Retirement	35-630-4994-1105	6,926
401 Health Savings	35-630-4994-1117	379
FICA	35-630-4994-1120	2,924
Health Insurance	35-630-4994-1125	5,664
Dental Insurance	35-630-4994-1126	331
Life Insurance	35-630-4994-1130	455
Disability Insurance	35-630-4994-1131	107
Cellular Telephone	35-630-4994-2021	600
Administrative Supplies	35-630-4994-2030	443
Local Mileage	35-630-4994-2046	549
Revenues		
Intensive Supervision Grant FY14 - State	35-630-4994-4994	48,748
Intensive Supervision Grant FY14 - Local	35-630-4994-4995	7,475

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 5, 2013

Subject: JJDP-Positive Action in the City of Roanoke, Continuation Grant

Background:

In May, 2013, the City of Roanoke, in collaboration with Family Service of Roanoke Valley (FSRV), applied to the Virginia Department of Criminal Justice Services under the Juvenile Justice and Delinquency Prevention Title II Grant Program, to fund a research-based prevention program found to be effective at significantly enhancing academic achievement, family relationships, violence prevention and substance use avoidance.

As the grantee, the City of Roanoke has received notification of award in the amount of \$65,000 in Federal funds, with a required local match of \$32,500, which will be provided by FSRV in the form of "in-kind services", for a total award of \$97,500. These funds must be expended or obligated during the award period of July 1, 2013, to June 30, 2014.

Consideration:

The City of Roanoke Title II prevention proposal will replicate the Positive Action youth crime and substance use avoidance model program with 150 City of Roanoke children, enrolled in four after school programs. The goal is to engage 150 first through eighth graders and their families July 1, 2013 – June 30, 2014, in the evidence-based Positive Action program model. Services will be provided by prevention specialists of FSRV, working with the Boys and Girls Club of Southwest Virginia (Roanoke City's Ninth Street site), the West End Center, Hurt Park's Community Learning Center, and Lincoln Terrace's Community Learning Center.

The long term goal is to prevent youth crime (including substance abuse) by strengthening pro-social community involvement and family engagement. Annually, planned outcomes are to document increased protective factors like commitment to learning (improved school attendance and grades), perception of harm of substance use, social competency and anger management skills, parental comprehension of the importance of modeling healthy and productive behaviors, and positive parental disciplinary skills.

Recommended Actions:

Accept the Department of Criminal Justice Services Juvenile Justice and Delinquency Prevention Title II grant in the amount of \$65,000 and authorize the City Manager to execute the grant documents substantially similar in form to the attached contract with Family Service of Roanoke Valley. All documents shall be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$65,000 and to appropriate the same amount to Fees for Professional Services in an account to be established by the Director of Finance in the Grant Fund.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

Brian Townsend, Assistant City Manager for Community Development

Jane R. Conlin, Director of Human and Social Services

Carol Tuning, Human Services Coordinator



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Garth L. Wheeler Director

June 17, 2013

1100 Bank Street Richmond, Virginia 23219 (804) 786-4000 TDD (804) 386-8732

Mr. Christopher P. Morrill City Manager City of Roanoke 215 Church Avenue, SW Roanoke, VA 24011

Title: JJDP - Postive Action in the City of Roanoke

Dear Mr. Morrill:

I am pleased to advise you that grant number 14-C2346JJ12 for the above-referenced grant program has been approved for a total of \$65,000 in Federal Funds and \$32,500 in Matching Funds for a total award of \$97,500.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the <u>Post Award Instructions and Reporting Requirements</u>. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please call Demian Futterman at (804) 786-0092.

Hat Z. When

Garth L. Wheeler

Enclosures

cc: Ms. Carol Tuning, Human Services Coordinator

Ms. Ann Shawver, Director of Finance Mr. Demian Futterman, DCJS Monitor

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

Subgrantee: Roanoke City Date: June 17, 2013

Grant Period:

Grant Number:

From:

07/01/2013

Through: 06/30/2014

14-C2346JJ12

Project Director	Project Administrator	Finance Officer
Ms. Carol Tuning	Mr. Christopher P. Morrill	Ms. Ann Shawyer
Human Services Coordinator	City Manager	Director of Finance
City of Roanoke	City of Roanoke	City of Roanoke
339 Salem Avenue, SW	215 Church Avenue, SW	215 Church Avenue, SW, Rm 461
Roanoke, VA 24016	Roanoke, VA 24011	Roanoke, VA 24011
m (640) 062 1721	N - (540) 952 2222	NI (640) 963 2001
Phone: (540) 853-1721	Phone: (540) 853-2333	Phone: (540) 853-2821
Email: carol.tuning@roanokeva.gov	Email: chris.morrill@roanokeva.gov	Email: Ann.Shawver@roanokeva.gov

Grant Award Budget

		OCJS Funds			
Budget Categories	Federal	General	Special	Local	TOTALS
Travel	\$0	\$0	\$0	\$0	\$0
Supplies/Other	\$0	\$0	\$0	\$0	\$0
Personnel	\$0	\$0	\$0	\$0	\$0
Indirect Cost	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Consultant	\$65,000	\$0	\$0	\$32,500	\$97,500
Totals	\$65,000	\$0	\$0	\$32,500	\$97,500

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.

Garth L. Wheeler, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this day of , 20 .

Signature:	
Title:	

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services 1100 Bank Street, 12th Floor Richmond, Virginia 23219

For the Juvenile Justice and Delinquency Prevention Title II Grant Program

Subgrantee: Roanoke City Grant Number: 14-C2346JJ12

Federal Catalog Number: 16.540

Title: JJDP - Postive Action in the City of Roanoke Date: June 17, 2013

The following conditions are attached to and made a part of this grant award:

1. Where the Statement of Grant Award reflects a required match contribution by the grant recipient, the recipient agrees, by accepting the award, to provide the match as shown in non-federal match.

- 2. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
 - a. To use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
 - b. To adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions; and
 - c. To comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.
- 3. The grantee agrees to submit such reports as requested by DCJS on forms provided by DCJS, or through the Grants Management Information System (GMIS). Funds from this grant will not be reimbursed, if any required financial or progress report is overdue by more than 30 days unless good cause is submitted for missing the reporting deadline.
 - a. Federal performance indicator reporting is required as part of the DCJS reporting. Data should be reported using the matrixes provided by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), which can be downloaded at https://www.ojjdp-dctat.org/help/program_logic_model.cfm?grantiD=3.
- 4. Grant funds are usually disbursed quarterly. Grant and local match funds are expended and/or obligated during the grant period. The final request for funds must be submitted by the 12th working day after the end of the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. The grant recipient agrees to submit to the DCJS a final grant financial report, and return all unexpended grant funds that were received within 90-days after the end of the grant.
- 5. Budget Amendment Requests must be submitted through GMIS by the Project Director, Program Administrator, or Finance Officer, and must be accompanied by the Budget Amendment Form. This Budget Amendment form will serve as the narrative that should be uploaded to GMIS when submitting the request. No more than two such amendments will be permitted during the grant period. The deadline for all budget amendments to be submitted will be 60 days prior to the end of the grant year.
- 6. By Acceptance of this grant award by a local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accord with the local government's established employment and personnel policies; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.
- 7. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.

- 8. The grantee agrees to comply with the Virginia Public Procurement Act (§ 2.2-4301 et seq)

 http://www.eva.state.va.us/dps/Manuals/docs/vppa.htm. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.
- 9. The grantee may follow their own established travel rates if they have an established travel policy. If a grantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for actual reasonable expenses. For future reference please refer to the following IRS website for the most current mileage rate: http://www.irs.gov/newsroom/article/0.id=232017.00.htm]. Transportation costs for air and rail must be at coach rates.
- 10. Project Income Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on the Subgrant Financial Report for Project Income form provided by DCJS. Instructions for the Project Income form can be downloaded at: http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncomeInstructions.doc. The Project Income form can also be downloaded from the DCJS website at: http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncome.xls. Examples of project income might include service fees, client fees; usage or rental fees; sales of materials; or income received from sale of seized and forfeited assets (cash, personal or real property included).
- 11. The grantee agrees to comply with all federal and state confidentiality requirements. All grantees receiving funds to conduct research or statistical activities that involve collecting data identifiable to a private person should submit a *Privacy Certificate*, when required, in accordance with the requirements of 28 CFR Part 22. Please refer to the following OJJDP link for more about this special condition: http://ojidp.ncjrs.org/funding/privacy.pdf.
- 12. The grantee agrees to comply with the Department of Justice's requirements of 28 CFR Part 46 Protection of Human Subjects. These federal requirements can be downloaded at: http://www.access.gpo.gov/nara/cfr/waisidx 04/28cfr46 04.html.
- 13. The recipient agrees to assist OJJDP in complying with the National Environmental Policy Act (NEPA), and other related federal environmental impact analyses requirements in the use of these grant funds. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Recipient understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
 - a. New construction;
 - b. Minor renovation or remodeling of a property either (i) listed on or eligible for listing on the National Register of Historic Places or (ii) located within a 100-year flood plain;
 - c. A renovation, lease, or any other proposed use of a building or facility that will either (i) result in a change in its basic prior use or (ii) significantly change its size; and
 - d. Implementation of a new program involving the use of chemicals other than chemicals that are (i) purchased as an incidental component of a funded activity and (ii) traditionally used, for example, in office, household, recreational, or education environments.
- 14. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:
 - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin
 in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart
 C;
 - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
 - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery
 of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42,
 Subpart G;

- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the
 delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28
 C.F.R. Part 35;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
- The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDPA-funded programs or activities (42 U.S.C. § 5672(b)).
- Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).
- 15. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 16. Scheduled Audit The grantee agrees to forward a copy of the scheduled audit of this grant award. Please forward to DCJS Attention: FINANCE.
- 17. Prior to DCJS disbursing funds, the Subgrantee must comply with the following special conditions:
 - a. Submit a revised Itemized Budget and Budget Narrative. Contact your Grant Monitor for details.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Garth L. Wheeler Director

NOTICE

1100 Bank Street Richmond, Virginia 23219 : (804) 786-4000 TDD (804) 386-8732

To: Grants Project Administrator

From: Janice Waddy, DCJS Grants Administrator

Re: Post Award Instructions and Reporting Requirements

PLEASE READ VERY CAREFULLY.

☐ GRANT AWARD AND SPECIAL CONDITIONS:

Please review your Award and Special Conditions very carefully. Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released. Sign and date the grant award acceptance and submit any Special Condition documentation to:

Grants Administration
Department of Criminal Justice Services

1100 Bank Street, 12th Floor
Richmond, Virginia 23219

□ REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit on-line quarterly progress and financial reports for this grant throughout the grant period, as well as final reports to close the grant. No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial and Progress reports for the current grant are more than thirty (30) days overdue. For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports and progress reports* are due no later than the close of business on the 12th working day after the end of the quarter (*except Offender Reentry and Transitional Services (formerly papis) reports which are due by the last working day of the end of the following month). Also, V-STOP and Sexual Assault Grant Programs' progress reports are submitted on semi-annual basis 12th working day after 6/30 and 12/31 quarters. Reports are required even if no expenditures have occurred during the quarter.

Criminal Justice Service Board • Committee on Training • Advisory Committee on Juvenile Justice Advisory Committee to Court Appointed Special Advocate and Children's Justice Act Programs Private Security Services Advisory Board • Criminal Justice Information Systems Committee

will not be honored from grant recipients who do not fulfill this reporting obligation. A schedule of due dates is also attached for your reference.

□ PROGRESS REPORTS

Refer to our website: http://www.dcjs.virginia.gov/ for submitting progress reports through the Grants Management Online Information System. In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. You are required to use the on-line system to submit your progress reports. Paper copies of progress reports will no longer be accepted!

☐ FINANCIAL REPORTS

Refer to our website for submitting financial reports through the Grants Management Online Information System. In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. The address is http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4.

Paper copies of the financial reports will no longer be accepted! You are required to use the online system in reporting your expenditures.

□ REQUESTING GRANT FUNDS

Refer to our website for requesting funds through the Grants Management Online Information System. In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. *Please note, you can access this system using the same password assigned for the on-line financial reporting system. The address is:

http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4.

You are required to use the online system for requesting funds.

□ BUDGET AMENDMENTS

Budgets can be amended in most DCJS grant programs with prior approval. Please review your special conditions carefully to determine the requirements and procedures for amending budgets. Refer to our website for the Grants Management Online Information System.

*Please note again that you can access this system using the same password assigned for the on-line financial reporting system. The address is:

http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4. Paper copies of the Budget Amendments will no longer be accepted. You are required to use the on-line system for submitting budget amendments.

If you have any questions, please contact Virginia Sneed (804) 786-5491 or by e-mail at virginia.sneed@dcjs.virginia.gov.

genpgms.

PROJECTED DUE DATES FINANCIAL & PROGRESS REPORTS

Reports are due by the 12th working day following the close of the quarter covered in the report. Financial reports are required even if no expenditures have occurred.

**Please note that V-STOP and Sexual Assault progress reports are semi-annual and due the 12^{th} working day after 6/30 and 12/31.

DUE DATE
4/16/2013
7/17/2013
10/17/2013
1/21/2014
4/16/2014
7/17/2014
10/17/2014

020

A RESOLUTION accepting the Juvenile Justice and Delinquency Prevention Title II grant made to the City in collaboration with Family Service of Roanoke Valley, from the Virginia Department of Criminal Justice Services, and authorizing execution of any required documentation on behalf of the City.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City of Roanoke does hereby accept the Juvenile Justice and Delinquency Prevention Title II grant made to the City from the Virginia Department of Criminal Justice Services in the amount of \$65,000, with a local match from the City of \$32,500, to be provided by Family Service of Roanoke Valley, making a total award of \$97,500, for the term beginning July 1, 2013, through June 30, 2014, to be expended on the City of Roanoke's Positive Action program, an evidence based treatment program designed to reduce youth substance use and youth crime, in accordance with all the terms, provisions and conditions relating to the receipt of such funds, as more particularly described in the City Council Agenda Report dated August 5, 2013.

2. The City Manager is hereby authorized to accept, execute, and file on behalf of the City of Roanoke, any and all documents required to obtain such funding, and to execute a contract with Family Service of Roanoke Valley to implement the program. All such documents shall be approved as to form by the City Attorney.

3. The City Manager is further directed to furnish such additional information as may be required in connection with the City's acceptance of this grant.

ATTEST:

City Clerk.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Federal government through the Commonwealth of Virginia Department of Criminal Justice Services for the Juvenile Justice and Delinquency Positive Action Grant, amending and reordaining certain sections of the 2013-2014 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Fees for Professional Services

35-630-5026-2010

\$ 65,000

Revenues

Positive Action Grant FY14

35-630-5026-5026

65,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Urban and Community Forestry Grants Acceptance

Background:

For the twelfth year, the Virginia Department of Forestry (VDOF) has awarded Parks and Recreation the funding to staff a part-time Urban Forestry Planner to work under the Urban Forester. A letter was received on 7/12/13 notifying the Urban Forester that \$14,240 would be awarded upon completion of the Memorandum of Agreement (MOA). These funds will be matched by \$13,148 from the City, 50 hours of in-kind staff time by the temporary Forestry Supervisor (for a value of \$750) and 700 hours of in-kind volunteer work by the Roanoke Tree Stewards (for a value of \$15,498). The grant will be used to (1) update the Roanoke Big Tree Register, (2) do an Emerald Ash Borer Preparedness Plan, (3) work on the Commemorative Tree Program and (4) coordinate the Roanoke Tree Steward Program. The activities are consistent with the *Urban Forestry Plan* adopted as an element of *Vision 2001-2020*.

Considerations:

City Council action is needed to accept this grant and authorize the City Manager to execute an MOA between VDOF and the City. A copy of the MOA is attached to this letter.

Recommended Action:

Accept the grant as described above and authorize the City Manager to execute any required grant agreements to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$14,240, transfer local match funding of \$12,450 from the Parks and Recreation budget, transfer \$698 from the Local Match Funding for Grants budget, and appropriate \$27,388 into accounts to be established in the Grant Fund by the Director of Finance.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

Brian Townsend, Assistant City Manager for Community Development

Steve Buschor, Director, Parks and Recreation

U&CF Assistance Grant Program Memorandum of Agreement

Grant # 13UCF08

This agreement made this 10th day of July, 2013 by and between the <u>Virginia Department of Forestry</u>, herein referred to as "Party of the First Part", and <u>City of Roanoke</u> herein referred to as "Party of the Second Part".

The parties of this agreement, in consideration of the mutual covenants and stipulations set out herein in order to promote, support and participate in the federal grant program, sponsored by the U.S.D.A Forest Service (Catalog of Federal Domestic Assistance #10-664) agree as follows:

(1)**PURPOSE:**

Now therefore, in consideration of the above premises the parties of the first and second agree to the following terms listed below.

(2) **SCOPE OF SERVICES:**

The Party of the Second Part shall provide the service to the Party of the First Part as set forth in the (Attachment B) scope of work and budget.

(3) TIME OF PERFORMANCE:

The services of the Party of the Second Part shall commence on <u>July 10, 2013</u> and shall terminate on <u>June 15, 2014</u>. In the event of breach by the Party of the Second Part of this agreement, the Party of the First Part will give written notice to the Party of the Second Part specifying the manner in which the agreement has been breached.

All time limits stated are of the essence of this agreement.

(4) **COMPENSATION:**

The Party of the Second Part shall be paid \$14,240.00 by the Party of the First Part according to the schedule on page 4, in accordance with the rules and regulations in Attachment A:

The funds awarded under the grant are available on a reimbursement basis after verification of match and in accordance with the payment schedule on page 4. Minor shifts of the funds among categories not to exceed 10 percent may be permitted, but in no case can the total expenditures exceed the amount provided by this contract. Shifts of funds between budget categories exceeding 10 percent must be approved in writing by the Party of The First Part.

Source documentation including canceled checks, copies of invoices, time and attendance records, and/or detailed printouts will be submitted with the "Request for Funds". Invoices will be marked "PAID" and referenced as to how payment was made (i.e. check number).

(5) MATCHING/COST SHARE REQUIREMENTS:

The funding listed above will require a 50/50 match/cost share requirements.

Indirect charges are not approved as a reimbursable item. Therefore it is our policy not to allow grant funds to be used as indirect overhead; however it does qualify as a match requirement. Overhead costs that will be allowed for match can be negotiated on a project-by-project basis. All federal and recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

(6) **ASSISTANCE:**

The Party of the First Part agrees upon request of the Party of the Second Part to furnish, or otherwise make available to the Party of the Second Part, copies of existing non-proprietary materials in the possession of the Party of the First Part that are reasonably related to the subject matter of this agreement and are necessary to the Party of the Second Part for completion of his performance under this agreement.

(7) **GENERAL PROVISIONS:**

Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Party of the Second Part shall not assign, sublet or subcontract any work related to this agreement or any interest it may have herein without the prior written consent of the Party of the First Part. This contract is subject to appropriations by the Virginia General Assembly.

(8) **LAW APPLICABLE:**

This Memorandum of Agreement shall be governed by the laws of the Commonwealth of Virginia.

(9) <u>INTEGRATION AND MODIFICATION:</u>

This contract constitutes the entire agreement between the Party of the Second Part and the Party of the First Part. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

This award is executed as of the date of the last signature and is effective through <u>June 15, 2014</u> at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory individuals. Any request for extension must be in writing a minimum of 30 days prior to the end of the stated grant period. Extensions will not be guaranteed.

(10) **TERMINATION**:

The Party of the First Part may terminate this agreement for its convenience upon <u>60</u> days written notice to the other party. The Party of the Second Part shall be paid for no service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its/his work under this agreement.

In the event of breach by the Party of the Second Part of this agreement, the Party of the First Part shall have the right immediately to rescind, revoke or terminate the agreement. In the alternative the Party of the First Part will give written notice to the Party of the Second Part specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Party of the Second Part has not substantially corrected the breach

within the sixty <u>60</u> days of receipt of the written notice, the Party of the First Part shall have the right to terminate this Agreement.

In the event of rescission, revocation or termination, all documents and other materials related to the performance of this Agreement shall become the property of the Department of Forestry.

(11) **COLLATERAL CONTRACTS:**

Where there exists any inconsistency between this Agreement, Attachment A and other provisions of collateral contractual agreements which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

(12) **ANTI-DISCRIMINATION:**

During the performance of this contract, the Party of the Second Part agrees as follows;

The Party of the Second Part will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonable necessary to the normal operation of the Party of the Second Part. The Party of the Second Part agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Party of the Second Part, in all solicitations or advertisement for employees placed by or on behalf of the Party of the Second Part, will state that such Party of the Second Part is an equal opportunity employer.

Notices, advertisements and solicitations in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of the Section.

The Party of the Second Part will include the above provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(13) **APPLICATIONS:**

This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

(14) **SEVERABILITY:**

Each paragraph and provision of the Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

(15) **CONTINGENT FEE WARRANTY:**

The Party of the Second Part warrants that he/it has not employed or retained any person or persons for the purpose of soliciting or securing this Agreement. The Party of the Second Part further warrants that he/it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of this Agreement. For breach of one or both of the foregoing warranties, the Agency shall have the right to terminate this agreement without liability, or, in its discretion or otherwise recover, the full amount of said prohibition fee, commission, percentage, brokerage fee, gift or contingent fee.

(16) **CONFLICT OF INTEREST:**

The Party of the Second Part warrants that he has fully complied with the Virginia Conflict of Interest Act.

(17) FINANCIAL RECORDS AVAILABILITY:

The Party of the Second Part agrees to retain all books, records and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Party of the First Part, its authorized agents and/or State auditors shall have full access to and the right to examine any of said materials during said period.

The Party of the Second Part agrees to comply with the following Federal cost and administrative regulations as applicable:

Non-Profit Organizations	State and Local Governments	<u>Universities</u>
Cost Principles, 2 CFR 230	Cost Principles, 2CFR 225	Cost Principles, 2 CFR 220
Admin. Regulations, 2 CFR 215	Admin. Regulations, OMB CIR A-102	Admin. Regulations, 2 CFR 215
Audits, OMB CIR-A 133	Audits, OMB CIR A-133	Audits, OMB CIR A-133

Administrative Regulations can be located at: http://whitehouse.gov/omb/grants_default/
Cost Principles can be located at: http://gpoaccess.gov/cfr/index.html.
Forms can be found at http://search.usda.gov/forms/ocio forms.html or http://search.usda.gov/forms/ocio forms.html

(18) **PERFORMANCE REPORTS:**

The Party of the Second Part agrees to provide the Party of the First Part performance reports on all activities identified in the proposals as they occur. The performance reports will contain a summary of progress and activities for each activity within the proposal; indicate any problems and solutions in meeting requirements, and provide financial funds expenditure information for reimbursement as appropriate. Please see the Performance Report Form

The schedule for submittal of the periodic performance reports shall be as follows:

PERIOD COVERED	SUBMITTAL DATE
July 10, 2013 September 30, 2013	October 15, 2013
October 1, 2013 - December 31, 2013	January 15, 2014
January 1, 2014 March 31, 2014	April 15, 2014
Final April 1, 2014 June 15, 2014	June 30, 2014

(19) **PRINCIPAL CONTACTS:**

	Program Contact		Administrative Contact
Name	Barbara White	Name	Pam Romanello
Address	900 Natural Resource Drive	Address	900 Natural Resource Drive
City, State, Zip	Charlottesville, VA 22903	City, State, Zip	Charlottesville, VA 22903
Phone	434-220-9041	Phone	434-220-9050
Email	Barbara.white@dof.virginia.gov	Email	Pam.romaello@dof.virginia.gov

In witness whereof the parties have caused this agreement to be executed by the following duly authorized officials:

PARTY OF THE SECOND PART

PARTY OF THE FIRST PART

This contract has been reviewed by the staff of the Party of the First Part. Its substantive terms are appropriate, and sufficient funds have been obligated for its performance.

	The second secon
BY (Print Name): Christopher P. Morrill	BY (Print Name):
(Signature):	(Signature):
DATE:	DATE:
TITLE: City Manager	TITLE:

Attachment A

- A. Collaborative Arrangements: Where permitted by terms of the award, may enter into collaborative arrangements with other organizations to jointly carry out activities with grant funds.
- B. **Non-Liability:** The Virginia Department of Forestry does not assume liability for any third party damages arising out of this award.
- C. Metric System of Measurement: Wherever measurements are required or authorized, they shall also be made, computed and recorded in metric system units of measurement, unless otherwise authorized in writing.
- D. **Trafficking in Persons:** Human Trafficking is prohibited; additional information can be found under the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104 (g)).
- E. Eligible Workers: All sub-recipients shall ensure that all employees complete the I-9 form and certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.C.S. 1324a).
- F. **Program Income:** If any program income is generated as a result of an award, costs incidents due to the generation of program income can be deducted from the gross income to determine the program income amount, provided these costs have not been charged to the award and comply with the applicable Cost Principles.
- G. **Award Closeout:** Award will be closed out either on the expiration date or with the notice of termination. Any unobligated funding at that time will be reverted to the Department of Forestry.
- H. **Program Performance Reports:** Shall be submitted in order to monitor performance of grant activities to ensure that performance goals are being achieved. Performance Reports will include: A comparison of actual accomplishments to the goals achieved for the period; reason(s) for delay if established goals were not met; additional pertinent information pertaining to the grant.
- I. **Notification:** Program Manager should be notified immediately of developments that have a significant impact on the activities supported under this grant.
- J. Changes in Key Positions and Personnel: Revisions to key positions and personnel identified in the application for this award require prior, written approval from the Department of Forestry. Failure to obtain prior, written approval when required may result in the disallowance of costs.
- K. Freedom of Information Act (FOIA): Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).
- L. Text Messaging while driving: In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging while driving" any and all text messaging by Federal Employees is banned. All sub recipients are encouraged to adopt and enforce policies that ban text messaging while driving while on government business.
- M. **Public Notices/Acknowledgement**: It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. It is encouraged to give public notice of the receipt of this award from time to time, to announce progress and accomplishments. Acknowledge the U.S. Forest Service as well as the Virginia Department of Forestry support in publications,

- audiovisuals and electronic media developed as a result of this award. A mandatory provision if development of publications or production of audiovisuals, or if information is shared via electronic format (including websites).
- N. **Nondiscrimination Statement-Printed, Electronic or Audiovisual Materials**: the following statement, in full, in any printed audiovisual material or electronic media for public distribution developed or printed with any federal funding.
 - "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability." If the material is too small to permit the full statement to be included, the material must, at a minimum, include the following statement, in print size no smaller than the text: "This institution is an equal opportunity provider."
- O. **Debarment and Suspension:** Grantees must certify if any principals are presently excluded, debarred or suspended from entering into covered transactions with the federal government in according to the terms of 2 CFR Part 180.
- P. **Drug Free Workplace:** Agrees to provide a drug-free workplace form AD-1049 to the Department of Forestry. This will verify that each employee who will be engaged in the performance of any project/program receiving federal funding will follow drug-free regulations as stated in the Rehabilitation Act of 1973 (29 U.S.C. 794).
- Q. Copyrighting: USFS has the sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award. No original text or graphics produced and submitted by the USFS shall be copyrighted.
- R. Central Contractor Registration and Universal Identifier Requirements:
 - (i) Requirement of Central Contractor Registration (CCR)-unless exempted from 2CFR 25.110, as a recipient you must be registered and maintain information updated at CCR internet site: http://www.ccr.gov.
 - (ii) Requirement of Data Universal Numbering System (DUNS) Number- no entity may receive a sub-award unless the entity can provide a DUNS number. (DUNS current internet site: http://fedgov.dnb.com/webform)
- S. Members of Congress: Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.
- T. **Disclosure of Lobbying Activities**: Agrees to disclose lobbying activities pursuant to 31 U.S.C. 1352; the completion of Standard Form LLL is mandatory.
- U. Federal Funding Accountability and Transparency Act (Sub-award Reporting System):

 Effective October 1, 2010 all sub-awards that receives \$25,000 or more from a federal award will need to be reported. The sub-award is responsible for providing DOF with the following information for timely reporting: Name, Address, Federal Tax Identification Number, DUNS Number, Principal place of performance and names of Highly Compensated Officers.

Attachment B

Check list

The following information must be provided with the Memorandum of Agreement:

- 1. Title of Grant
- 2. Amount
- 3. Program Contact, including email
- 4. Purpose
- 5. Scope of Work
- 6. Project Partners (if applicable)
- 7. Methodology and Timeline
- 8. Application for Federal Assistance SF424
- 9. Budget Detail
- 10. Assurances SF424B
- 11. Debarment AD1048
- 12. Drug Free Form
- 13. W-9
- 14. Legislative Information form

OMB Approval No. 0348-0043 2. DATE SUBMITTED Applicant Identifier **APPLICATION FOR** PROPOSAL# FEDERAL ASSISTANCE TYPE OF SUBMISSION: 3. DATE RECEIVED BY State Application Identifier Application Pre-application STATE 13UCF08 □ Construction □ Construction 4. DATE RECEIVED BY FEDERAL AGENCY Federal Identifier x Non-Construction x Non-Construction 5. Legal Name: Organizational Unit: City of Roanoke, Virginia Address (give city, county, state, and zip code) Name and telephone number of the person to be contacted on matters involving this application (give area code) 215 Church Ave., Room 303, Roanoke, VA 24011 Daniel J. Henry 540-853-1994 **EMPLOYER IDENTIFICATION NUMBER (EIN):** TYPE OF APPLICANT: С (enter appropriate letter in box) 9 A. State H. Independent School Dist. 4 6 0 0 1 6 **B.** County I. State Controlled Inst. of Higher Learning TYPE OF APPLICATION: J. Private University 8. C. Municipal X New Continuation Revision D. Township K. Indian Tribe E. Interstate L. Individual M. Profit Organization If Revision, enter appropriate letter(s) in box(es): F. Intermunicipal N. Other (Specify): G. Special District A. Increase Award B. Decrease Award C. Increase Duration NAME OF FEDERAL AGENCY: D. Decrease Duration Other (specify): USDA Forest Service CATALOG OF FEDERAL DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: 11. 0 6 6 4 DOMESTIC ASSISTANCE NO. TITLE: Cooperative Forestry Roanoke Urban Forestry Projects AREAS AFFECTED BY PROJECT (cities, counties, states, etc.) City of Roanoke, Virginia 13. PROPOSED PROJECT: CONGRESSIONAL DISTRICTS OF: Start Date **Ending Date** a. Applicant b. Project: 6 July 10, 2013 June 15, 2014 6 ESTIMATED FUNDING: 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? 15. a YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE a. Federal 14,240 .00 \$ STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: b. Applicant 12,931 .00 State \$.00 DATE С b. NO. PROGRAMIS NOT COVERED BY E.O. 12372 d. Local \$.00 Other .00 e. \$ 16,248 Program Income \$.00 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW TOTAL \$ 43,419 .00 IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? 17. Yes If "Yes," attached an explanation X No 18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED. a. Typed Name of Authorized Representative: b. Title: City Manager c. Telephone Number: 540-853-2333 Christopher P. Morrill d. Signature of Authorized Representative: e. Date Signed:

Previous Editions Not Usable

INSTRUCTIONS FOR THE SF 424

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	
1.	Self-explanatory.	
2.	Date application submitted to Federal agency (or State if applicable) & applicant's control number (if applicable).	
3.	State use only (if applicable).	
4.	If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.	
5.	Legal name of applicant, name of primary	

- organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application.
- Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.
- 7. Enter the appropriate letter in the space provided.
- 8. Check appropriate box and enter appropriate letter(s) in the space(s) provided:
 - -- "New" means a new assistance award.
 - --"Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.
 - --"Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation.
- 9. Name of Federal agency from which assistance is being requested with this application.
- Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.
- 11. Enter a brief description title of the project. If more than program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For pre-applications, use a separate sheet to provide a summary description of this project.

Item Entr

- List only the largest political entities affected (e.g., State, counties, cities).
- Self-explanatory, usually filled in already
- 14. List the applicant's Congressional District and District(s) affected by the program or project.
- 15. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
- 16. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
- 17. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
- 18. To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

ASSURANCES -- NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

- (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with State funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in

the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.

- Will comply with environmental standards which may be 11. prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593

- (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
	City M	anager
APPLICANT ORGANIZATION		DATE SUBMITTED
City of Roanoke, Virginia		

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name City of Roanoke, Virginia	PR/Award Number of Project Name 13UCF08
Name and Title of Authorized Representative Christopher P. Morrill	
Signature	Date

INSTRUCTIONS FOR CERTIFICATION

- By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in the transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this form that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

₿.	The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:			
Place o	of Performance (Street address, city, county, State, zip code	e)		
Roanoke	Department of Parks and Recreation			
1802 Courtland Rd. NE, Suite 120				
Roanoke, VA 24012				
Check 🔲 if there are workplaces on file that are not identified here.				
City of Ro	panoke, Virginia	13UCF08 - Roanoke Urban Forestry Projects		
Organi	zation Name	Award Number or Project Name		
Christoph	ner P. Morrill, City Manager			
Name	and Title of Authorized Representative			
Signatu	ure	Date		
Instructions for Certification				

- 1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
- 2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- 3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- 4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- 5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
- 6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - "Conviction" means a finding of guilt (including a plea of noio contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance:
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Substitute Form W-9 12/01/2000 (Nov. 1990) fsubw9po.dot

VIRGINIA DEPARTMENT OF FORESTRY

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER(S) AND CERTIFICATION

RETURN THIS FORM TO THE REQUESTER WITHIN 30 DAYS - FAILURE TO RETURN MAY RESULT IN 31% BACKUP WITHHOLDING

Each person or organization doing business with the Commonwealth of Virginia must provide the following information. **ORGANIZATION ENTITY: (CHECK ONLY ONE) SOCIAL SECURITY NUMBER NON-PROFIT ORGANIZATION** INDIVIDUAL SOLE PROPRIETOR FEDERAL AGENCY PARTNERSHIP STATE AGENCY And / Or CORPORATION \boxtimes LOCAL GOVERNMENT **EMPLOYER IDENTIFICATION NUMBER** TRUST POLITICAL SUBDIVISION 54-6001569 **ESTATE** OTHER ENTER THE FOLLOWING: City of Roanoke, Virginia **LEGAL NAME** (MUST MATCH THE SOCIAL SECURITY NUMBER, IF APPLICABLE) City of Roanoke, Virginia TRADE NAME (MUST MATCH THE EMPLOYER IDENTIFICATION NUMBER, IF APPLICABLE) 215 Church Ave., Room 303 **MAILING ADDRESS** Roanoke, VA 24011 TELEPHONE NUMBER 540-853-1994 Daniel J. Henry **CONTACT PERSON** PLEASE ANSWER THE FOLLOWING QUESTIONS: IS YOUR ORGANIZATION (ASSOCIATION, CLUB, RELIGIOUS, CHARITABLE, EDUCATIONAL, OR OTHER **⊠** YES □ NO GROUP) TAX EXEMPT UNDER IRS CODE SECTION 501(A)? ARE YOU A REAL ESTATE AGENT? ☐ YES ⊠ NO CERTIFICATION: UNDER PENALTIES OF PERJURY, I CERTIFY THAT:

(1) The number(s) shown on this form is my correct taxpayer identification number(s) (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

[You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (see Signing the Certification under Specific Instructions on the Form W-9 Instructions which follow.)]

SIGNATURE			DATE		

Return this form to Virginia Department of Forestry 900 Natural Resources Drive, Suite 800, Charlottesville, VA 22903

Legislative Information

As part of our continuing process to inform legislators about the fantastic projects being accomplished in Virginia we need the information below.

Please list the Virginia State Senators, Representatives, and US Congressmen and their corresponding District numbers within all Districts affected by your grant. http://www.house.gov/

State Representatives	District Number
http://conview.state.va.us/whosmy.nsf/main?openform	
Delegate Christopher T. Head	17
Delegate Onzlee Ware	11
State Senators	District Number
http://apps.lis.virginia.gov/sfb1/Senate/TelephoneList.aspx	
Senator John S. Edwards	21
US Senators	
Senator Tim Kaine	
Senator Mark R. Warner	
US Congressman	District Number
Congressman Bob Goodlatte	6

7/3/13

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the acceptance of a FY 2014 Urban and Community Forestry

Grant to fund a part-time Urban Forestry Planner to work under the Urban Forester; and coordinate
the Roanoke Tree Steward Program and projects, and authorizing the execution of the necessary
documents, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The City of Roanoke hereby accepts the FY 2014 Urban and Community Forestry Grant in the amount of \$14,240, with a \$13,148 local match from the City, 50 hours of in kind staff time by the temporary Forestry Supervisor, and 700 hours of in-kind volunteer work by the Roanoke Tree Stewards, for total Grant amount of \$27,388 to fund an update the Roanoke Big Tree Register, complete an Emerald Ash Borer Preparedness Plan, work on the Commemorative Tree Program, and coordinate the Roanoke Tree Steward Program and other projects, as more particularly set forth in the City Council Agenda Report dated August 5, 2013.

2. The City Manager is hereby authorized to execute, and the City Clerk is authorized to attest, agreements with the Virginia Department of Forestry, and any other documents necessary to accept such grant, including the Memorandum of Understanding attached to the City Council Agenda Report dated August 5, 2013, such documents to be approved as to form by the City Attorney, and to furnish such additional information as may be required in connection with the City's acceptance of this grant.

ATTEST:

City Clerk.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Urban and Community Forestry Grant, amending and reordaining certain sections of the 2013-2014 General and Grant Funds Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 General and Grant Funds Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

General Fund		
Appropriations		
Temporary Wages	01-620-4340-1004	(\$12,450)
Transfer to Grant Fund	01-250-9310-9535	12,450
Grant Fund		
Appropriations		
Regular Employee Salaries	35-620-4374-1002	19,063
City Retirement	35-620-4374-1105	3,445
401 Health Savings Match	35-620-4374-1117	191
FICA	35-620-4374-1120	1,458
Medical Insurance	35-620-4374-1125	2,832
Dental Insurance	35-620-4374-1126	172
Life Insurance	35-620-4374-1130	227
Revenues		
Urban & Community Forestry Grant FY14	35-620-4374-4374	14,240
Urban & Community Forestry Grant FY14	35-620-4374-4375	13,148
Local Match		

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Virginia Commission for the Arts Local Government

Challenge Grant

Background:

Notification has been received from the Commonwealth of Virginia Commission for the Arts that a \$5,000 Local Government Challenge Grant (LGCG) has been awarded to the City of Roanoke based on an application filed by the City on March 22, 2013. Funding will be allocated to the following organizations in the amounts listed below based on recommendations developed by the Roanoke Arts Commission:

Jefferson Center Foundation	\$1,700
Roanoke Ballet Theatre	\$1,650
Roanoke Children's Theatre	\$1,650

There is no designation as to how the subgrantees must use such funds. The Roanoke Arts Commission selected these organizations due to the strength of their applications as part of the Agency Funding Advisory Committee review process.

Considerations:

In order to receive these funds, the Commission for the Arts must obtain written confirmation that local funds will be used to match or exceed the amount of the Grant. For Fiscal Year 2013-2014 the Jefferson Center will receive \$26,000, Roanoke Ballet Theatre will receive \$7,200, and Roanoke Children's Theatre will receive \$8,000 as recommended by the Roanoke Arts Commission and previously appropriated by City Council on June 3, 2013. This local funding will provide the required local match for the above Grant funds. A copy of the Grant Agreement is attached to this report.

Recommended Action:

Approve and confirm the application process for the above Grant, authorize the acceptance of this Grant, and authorize the City Manager to execute any documents necessary to receive such Grant, including the above mentioned

Grant agreement, such documents to be approved as to form by the City Attorney.

Authorize the City Manager to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such Grant funds in the above amounts.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$5,000 and to appropriate funding in the same amount to an account to be established in the Grant Fund by the Director of Finance.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

R. Brian Townsend, Assistant City Manager for Community Development

Susan Jennings, Arts and Culture Coordinator



2013-2014 LOCAL GOVERNMENT CHALLENGE GRANT

CERTIFICATION OF ASSURANCES AND GRANT CONDITIONS 2013-2014 FOR LOCAL GOVERNMENT GRANTEES OF THE VIRGINIA COMMISSION FOR THE ARTS (COMMISSION)

Virginia Commission for the Arts grantees are required to be non-profit Virginia organizations and exempt from federal income tax under Section 501(a), which includes the 501(c)3 designation of the Internal Revenue code, or are units of government, educational institutions, or local chapters of tax exempt national organizations.

No part of any Commission grant shall be used for any activity intended or designed to influence a member of Congress or the General Assembly to favor or oppose any legislation.

Each Commission grantee will:

- provide accurate, current and complete financial records of each grant.
- maintain accounting records which are supported by source documentation.
- maintain effective control over and accountability for all funds, property, and other assets ensuring that assets are used solely for authorized purposes.
- · maintain procedures ensuring timely disbursement of funds.
- provide the Commission, or its authorized representatives, access to the grant-related financial records.

The grantee will expend any and all grant funds only for purposes described in the application form and attachments. The grantee must request permission in writing to make substantial changes in budget, schedule, program, personnel. The requested changes must be approved in advance by the Commission. NOTE: If any project receiving grant support from the Commission has actual income in excess of expenses, the grantee must use these funds for other arts activities and the Commission must approve the organization's use of any of these excess funds. up to the amount of the grant.

Each Commission grantee will comply with these federal statutes and regulations:

- Title VI, Section 601, of the Civil Rights Act of 1964, which provides that no person, on the ground of race, color or national origin, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Title IX, Section 1681, of the Education Amendments of 1972, which provides that, with certain exceptions, no person, on the basis of sex or age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.
- Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with physical or mental disabilities in federally assisted programs. Compliance with this Act includes the following: notifying employees and beneficiaries of the organization that it does not discriminate on the basis of handicap and operation of programs and activities which, when viewed in their entirety, are accessible to persons with disabilities. Compliance also includes maintenance of an evaluation plan developed with the assistance of persons with disabilities or organizations representing disabled persons which contains: policies and practices for making programs and activities accessible; plans for making any structural modifications to facilities necessary for accessibility; a list of the persons with disabilities and/or organizations consulted; and the name and signature of the person responsible for the organization's compliance efforts. ("ADA Coordinator")

No final report is required for the Local Government Challenge Grant. Each local government will confirm in writing to the Commission that its governing board has appropriated the matching funds. The Commission will pay the grant in full after receiving this confirmation.

In all published material (printed programs, news releases, web news, email alerts, advertisements, flyers, etc.) and announcements regarding the particular activity or activities supported, acknowledgment of the Commission must be made. A suggested phrase is "(organization or activity) is partially supported by funding from the Virginia Commission for the Arts and the National Endowment for the Arts."



2013-2014 LOCAL GOVERNMENT CHALLENGE GRANT

This form must be signed by an individual duly authorized by the governing body of the locality to act on its behalf and submitted with every grant application made to the Commission. The signature of the individual indicates the locality's compliance with all of the grant conditions listed above.

The undersigned certifies to the best of his/her knowledge that:

- the information in this application and its attachments is true and correct;
- the filing of this application has been duly authorized by the governing body of the applicant organization;
- the applicant organization agrees to comply with all grant conditions cited above.

The undersigned further certifies that he or she has the legal authority to obligate the applicant locality.

Typed Name of Authorizing Official	CHRISTOPHER P. MOTERILL	Title CITY MANAGER
Signature of Authorizing Official		Date Mey 22 213
Applicant Locality Name	y of Roanoke VA	·



RECEIVED

JUL 0 1 2013

DEPT OF ECONOMIC DEVELOPMENT

COMMONWEALTH of VIRGINIA

Commission for the Arts

1001 EAST BROAD STREET, SUITE 330 RICHMOND, VIRGINIA 23219-2010 FOSTER J. BILLINGSLEY EXECUTIVE DIRECTOR

June 28, 2013

BOARD/COMMISSION MEMBERS

DEBORAH H. WYLD, CHAIR SMITHFIELD. VA

LISA ALDERMAN ABINGDON, VA

WILLIE DELL

CHARLES G. ELLIS DANVILLE, VA

DR. GWENDOLYN H. EVERETT ALEXANDRIA, VA

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SHARRON KITCHEN MILLER NEWPORT NEWS, VA

PAT PERRY NORFOLK, VA

EVELIA GONZALEZ PORTO RICHMOND. VA

ANN EDWARDS RUST HERNDON, VA

MARCIA NEUHAUS SPECK ALEXANDRIA, VA

MARCIA H. THALHIMER RICHMOND, VA

ANN BONDURANT TRINKLE ROANOKE, VA

Christopher P. Morrill, City Manager City of Roanoke 117 Church Avenue, S.W. Roanoke, Virginia 24011

Grant I.D.#: 14-0369 Federal I.D.#: 546001669 Local Government Challenge Grant \$5,000

FIPS: 770

Dear Mr. Morrill:

It is a pleasure to inform you that the Virginia Commission for the Arts has awarded your locality a Local Government Challenge Grant for 2013 - 2014 in the amount on the reference line above.

Your signature on the certification of assurances attached to the application indicated your agreement to the grant conditions. Any changes in the distribution of either the local or state funds must be reported to the Commission staff. In all published materials and announcements about your local re-granting program, acknowledgement must be made that the program is partially supported by the Virginia Commission for the Arts and the National Endowment for the Arts. The Commission will send you by email a high resolution file of the Virginia Commission for the Arts and National Endowment for the Arts logos.

In order to release the funds, the Commission must receive written confirmation that your local government has fulfilled the matching requirement no later than February 1, 2014. The requirement is met through an appropriation of 2013 - 2014 local tax revenues for arts organizations matching or exceeding the amount of the grant. The letter must include a list of the organizations that received funding and the amount, including the Commission's match, awarded to each organization. This confirmation must take the form of the appropriate page of your jurisdiction's approved 2013 - 2014 budget or a copy of the check (s) to the subgrantee. Your confirmation letter should refer to the total actual dollar amounts to be received by the arts organizations.

The Commission is grateful for your contribution in making high quality arts activities available to the citizens of Virginia. Please accept our best wishes for your continued success.

1 A

Executive Director

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting a Local Government Challenge Grant to the City from the Virginia Commission for the Arts; approving and confirming the application process for such Grant; authorizing the City Manager to execute any documents necessary to receive such Grant, including any Grant Agreement; and authorizing the City Manager to take such further actions and execute such other documents as may be necessary to obtain, accept, implement, administer, and use such Grant funds.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The City of Roanoke hereby accepts the Local Government Challenge Grant offered by the Virginia Commission for the Arts in the amount of \$5,000, upon certain terms, provisions, and conditions relating to the receipt of such funds. The Grant, which requires at least a \$5,000 local match, is more particularly described in the City Council Agenda Report dated August 5, 2013.
- 2. City Council hereby approves and confirms the application process for the above Local Government Challenge Grant and authorizes the City Manager to execute any documents necessary to receive such Grant, including any Grant Agreement, with such documents to be approved as to form by the City Attorney.
- 3. The City Manager is authorized to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such

Grant funds, as allowed by the terms and conditions of the Grant, with any such documents being approved as to form by the City Attorney.

ATTEST:

City Clerk.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Local Government Challenge Grant, amending and reordaining certain sections of the 2013-2014 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Roanoke Ballet Theatre	35-410-8748-3779	\$ 1,650
Jefferson Center Foundation	35-410-8748-3944	1,700
Roanoke Children's Theatre	35-410-8748-3984	1,650
Revenues		
Local Challenge Grant FY14	35-410-8748-8748	5,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.





CITY COUNCIL AGENDA REPORT

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Acceptance and Appropriation of 2013-2014 Community Development Block Grant (CDBG) and HOME Investment

Partnerships Program (HOME)

Background:

CDBG and HOME funds received from the U. S. Department of Housing and Urban Development (HUD) provide for a variety of activities ranging from housing and community development to economic development. The City has received these entitlement grant funds for over thirty years and must reapply annually to HUD to receive such funding. On May 13, 2013, by Resolution No. 39662-051313, City Council authorized filing the funding applications as part of approving the submission of the 2013 Annual Plan as part of the 2010-2015 Consolidated Plan to HUD. However, unlike past years, the City was notified by HUD that it would not be receiving entitlement funds under the Emergency Solutions Grant (ESG) that benefit agencies serving the homeless. Subsequent to briefing City Council on this matter on July 1, 2013, staff has been notified by the Virginia Department of Housing and Community Development of the availability of state funds to address the loss of ESG funds for FY14. Otherwise, funding allocations contained in this report reflect those presented to the City Council in the July 1, 2013 briefing.

Considerations:

The funding release process is complete, and HUD's letter of approval was received and signed by the City Manager on July 8, 2013, granting the City access to its 2013-2014 CDBG and HOME entitlements. The 2010-2015 Consolidated Plan, including the Fiscal Year 2013-2014 Action Plan, approved by City Council provides for activities totaling \$3,485,789. The funding for these activities included new entitlement funds, anticipated program income, and funds unexpended from prior year accounts.

Acceptance of the funds and appropriation or transfer to the accounts indicated in Attachments 1 and 2 are needed to permit the 2013-2014 activities to proceed. Acceptance of the 2013-2014 HOME entitlement requires 25% in local match funding. This requirement will be satisfied by excess matching funds unused in previous years, additional in-kind contributions from projects and \$25,000 in funds appropriated in the Planning Department Budget.

Recommended Actions:

1. Adopt a resolution accepting the 2013-2014 CDBG and HOME entitlement funds as detailed below.

CDBG 2013-14 Entitlement	\$1,578,101
HOME 2013-14 Entitlement	<u>474,954</u>
TOTAL	\$2,053,055

- 2. Authorize the City Manager to execute the required Grant Agreements, Funding Approval, and other documents required by HUD in order to accept the funds, all of such documents to be approved as to form by the City Attorney;
- 3. Appropriate \$2,053,055 entitlement and \$582,281 in anticipated program income to revenue and expenditure accounts to be established in the Grant Fund by the Director of Finance, as detailed in Attachments 1 and 2;
- 4. Transfer \$825,453 in CDBG and HOME accounts from prior years to projects included in the 2013-2014 CDBG and HOME programs, as detailed in Attachments 1 and 2:
- 5. Increase the revenue estimate in CDBG and HOME revenue accounts by a total of \$25,000 and appropriate the funds into project expenditure accounts as detailed in Attachments 1 and 2.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

R. Brian Townsend, Assistant City Manager for Community Development

Sherman M. Stovall, Assistant City Manager for Operations Chris Chittum, Director of Planning, Building and Development Keith Holland, Community Resources Program Administrator

ITEMIZED EXPENDITURES FOR COMMUNITY DEVELOPMENT BLOCK GRANT

FISCAL YEAR 2013-2014

Account No.	Item Description	Amount
	EXPENDITURES	
35-G14-1419-	Housing	
50	57 Empowering Individuals with Disabilities - Project	\$84,948
51	08 Demolition	\$75,000
54	70 TAP Emergency Home Repair - Project	\$37,200
54	83 TAP Emergency Home Repair - Delivery	\$9,300
54	86 World Changers - Project	\$60,000
54	98 World Changers - Delivery	\$15,000
55	85 Empowering Individuals with Disabilities - Delivery	\$21,237
56	07 West End New Homeownership - Habitat Delivery	\$54,480
56	08 West End Target Area Property Acquisition	\$125,000
56	10 West End Owner-Occupied Rehab - RTR Project	\$70,400
56	11 West End Owner-Occupied Rehab - RTR Delivery	\$17,600
56	12 West End Targeted Housing Preservation - TAP Project	\$40,000
56	13 West End Targeted Housing Preservation - TAP Delivery	\$10,000
56	14 West End New Homeownership - Habitat Project	\$217,920
56	19 West End Resididental Façade Program	\$149,700
56	28 West End Rental Rehab - Project	\$112,000
56	29 West End Rental Rehab - Delivery	\$28,000
56	30 West End Energy Efficient Limited Rehab - CHP Project	\$58,000
56	31 West End Energy Efficient Limited Rehab - CHP Delivery	\$14,500
56	32 West End Single Family Rehab - CHP Project	\$75,000
	Subtotal - Housing	\$1,275,285
35-G13-1422-	HUD Administration	
10	02 Regular Employee Salaries	\$197,538
10	03 Overtime Wages	\$0
11	05 City Retirement	\$31,127
11	1117 401 Health Savings (Took 1% from Salaries)	
	20 FICA	\$15,264
11	25 Medical Insurance	\$17,993
11	26 Dental Insurance	\$1,456
11	30 Life Insurance	\$2,374

	1131	Disability Insurance	\$56
		Fees for Professional Services	\$53,642
		Advertising	\$2,500
		Telephone	\$1,100
		Administrative Supplies	\$2,500
		Expendable Equipment (<\$5,000)	\$5,000
		Professional Memberships	\$1,500
		Training and Development	\$12,000
		Local Mileage	\$150
		Printing	\$500
	2082	Records Management	\$800
	2160	Postage	\$750
		Xerox Lease	\$1,250
	5634	Neighborhood Planning Activities	\$18,000
	5635	Council of Community Services - Planning	\$5,000
		DoT Billings	\$3,144
		Risk Management	\$500
		Subtotal - HUD Admin	\$376,139
35-G14-1423-		Code Enforcement	
	1002	Salaries	\$69,417
	1105	City Retirement	\$12,670
		401 Health Savings (Took 1% from Salaries)	\$701
	1120	FICA	\$5,364
	1125	Medical Insurance	\$10,108
	1126	Dental Insurance	\$698
	1130	Life Insurance	\$173
	2030	Administrative Supplies	\$869
		Subtotal - Code Enforcement	\$100,000
35-G14-1424-		Energy Efficient Affordable Home Rehabilitation	
00 011 1121	5527	Rehabilitation Reserve - Project Funds	\$75,000
	0027	Subtotal - EEAHR	\$75,000
35-G14-1430-		Economic Development Projects	
22 07.11400	5606	West End Service Center	\$150,000
	0000	Subtotal - Economic Development	\$150,000
35-G14-1438-		Human Development Programs	
JU-U 14-14-JU-	5084	Apple Ridge Farms	\$26,250
		Africian American Studies & Contemporary Issues	\$24,000
	5557		Ψ27,000

5508 BISSWVA Case Management	\$29,000
5604 Home Stabilization for Families in Need	\$85,729
Subtotal - Human Deve	elopment \$191,979
	-

35-G14-1443-	Community Based Prevention Services	
1002	Regular Employee Salaries	\$67,607
1105	City Retirement	\$12,374
1117	401 Health Savings (Took 1% from Salaries)	\$683
	FICA	\$5,224
1125	Medical Insurance	\$11,328
1126	Dental Insurance	\$660
1130	Life Insurance	\$813
1161	Long Term Disability	\$191
2021	Telephone - Cellular	\$800
2046	Local Mileage	\$1,387
3075	Other Rental	\$3,600
	Subtotal - Community Based Prevention	\$104,667
35-G13-1344-	Neighborhood Projects	
	Neighborhood Projects	\$5,000
	Melrose-Rugby Neigh. Forum Community Center Imp. Belmont Neighborhood Association - Solar Trash Comp	\$5,000 \$1,403
		\$1,403
	Belmont Neighborhood Association - Alley Lighting Old Southwest - Custom Bike Racks	\$4,730
	Old Southwest - Bus Shelter	\$1,215
		\$4,267
	Southeast Action Forum - Bicycle Route signage West End Infrastructure Improvements	\$2,850
3041	Subtotal -Neighborhood Projects	\$75,000 \$94,465
	TOTAL EXPENDITURES	\$2,367,535
35-G14-1400-	REVENUES	
3401	CDBG Entitlement - FY14 (New Funding)	\$1,578,101
3401	CDBG Entitlement - FY14 (Old Carryover Funding)	\$293,434
3402	Other Program Income - RRHA	\$5,000
3403	Cooper Industries	\$13,333
3404	Hotel Roanoke Loan Repayment	\$472,167
3405	Rental Rehab Repay	\$500
3406	Homeownership Assistance	\$5,000
	TOTAL REVENUES	\$2,367,535
	CDBG ACCOUNT TRANSFERS	
	EXPENDITURE DUROST DECISION	
25 000 0000 5500	EXPENDITURE BUDGET DECREASES	<u> </u>
35-G09-0920-5523	Affordable Home Rehab Program	\$662
35-G10-1020-5397	Community Improvement Program	\$14,137
35-G10-1020-5470	Emergency Home Repair - TAP	\$692

35-G10-1020-5535	Hurt Park TAP Rehab Delivery	\$1,123
35-G10-1021-5544	Historic Sites/Survey	\$11,274
35-G10-1037-5245	Loudon-Melrose Mini Grant	\$785
35-G10-1037-5515	Southeast Action Forum-NDG	\$1,999
35-G10-1037-5545	Nazarene Neighborhood-NDG	\$383
35-G11-1119-5483	Emergency Home Repair-Support	\$301
35-G11-1119-5530	Hurt Park TAP Homeownership Project	\$25,000
35-G11-1119-5534	Hurt Park TAP Rehab Project	\$76,293
35-G11-1119-5535	Hurt Park TAP Rehab Delivery	\$23,265
35-G11-1119-5580	RRHA Hurt Park Property Acquisition - Project	\$3,937
35-G11-1121-5284	Fair Housing Study	\$514
35-G11-1137-5028	Neighborhood Development Grants	\$2,198
35-G11-1137-5476	Wasena Neighborhood	\$375
35-G11-1137-5567	Mountainview Neighborhood Association-NDG	\$1,731
35-G11-1138-5569	Childrens' Trust	\$3,681
35-G12-1219-5470	Emergency Home Repair - TAP	\$19,793
35-G12-1219-5483	Emergency Home Repair - Support	\$7,069
35-G12-1219-5580	RRHA Hurt Park Property Acquisition - Project	\$25,449
35-G12-1219-5582	RRHA New Target Property Acquisition - Project	\$11,943
35-G12-1219-5583	RRHA New Target Property Acquisition - Delivery	\$12,000
	Total Prior Years	\$293,434
	REVENUE BUDGET DECREASES	
35-G09-0900-2901	FY09 HUD CDBG Entitlement	\$662
35-G10-1000-3001	FY10 HUD CDBG Entitlement	\$79,223
35-G11-1100-3101	FY11 HUD CDBG Entitlement	\$137,295
35-G12-1200-3201	FY12 HUD CDBG Entitlement	\$76,254
	Total Prior Years	\$293,434

ITEMIZED EXPENDITURES FOR HOME FISCAL YEAR 2013-2014

Account No.	Item Description	Amount	
	EXPENDITURES		
35-090-5387-5607	West End Habitat New Homeownership - Delivery	\$100,000	
35-090-5387-5614	West End Habitat New Homeownership - Project	\$400,000	
35-090-5387-5632	West End Single Family Rehab - CHP Project	\$291,200	
35-090-5387-5633	West End Single Family Rehab - CHP Delivery	\$72,800	
35-090-5388-5399	DPA Projects	\$209,133	
	Subtotal - HOME Services	\$1,073,133	
	HOME Administration:		
35-090-5387-1002	Regular Employee Salaries	\$24,888	
35-090-5387-1105	City Retirement	\$3,922	
35-090-5387-1117	401 Health Savings	\$25	
35-090-5387-1120	FICA	\$1,923	
35-090-5387-1125	Medical Insurance	\$3,17	
35-090-5387-1126	Dental Insurance	\$199	
35-090-5387-1130	Life Insurance	\$299	
35-090-5387 - 1131	Disability Insurance	\$7	
35-090-5387-2010	Fees for Professional Services	\$5,000	
35-090-5387-2015	Advertising	\$300	
35-090-5387-2030	Admin Supplies	\$300	
35-090-5387-2042	Professional Memberships	\$500	
35-090-5387-2044	Training & Development	\$3,000	
35-090-5387-2082	Records management	\$15	
35-090-5387-2160	Postage	\$200	
35-090-5387-7005	DOT Billings	\$1,000	
	Subtotal - HOME Administration	\$45,12	
	TOTAL EXPENDITURES	\$1,118,25	
	REVENUES	. "	
35-090-5387-5387	HOME Entitlement - FY14 (New Funding)	\$474,95	
35-090-5387-5387	HOME Entitlement - FY14 (Old Carryover Funding)	\$532,01	
35-090-5387-5388	HOME Program Income Match - FY14 (New Funding)	\$25,00	
35-090-5387-5389	Prior Years Excess Program Income	\$86,28	
	TOTAL REVENUES	\$1,118,25	

Attachment 2

ITEMIZED EXPENDITURES FOR HOME FISCAL YEAR 2013-2014

Account No.	Item Description	Amount
	EXPENDITURE BUDGET DECREASES	
35-090-5375-5527	Reserve Rehabilitation Project Funds	\$2,000
35-090-5375-5530	Hurt Park TAP Homeownership	\$74,669
35-090-5380-5482	Unprogrammed Funds	\$156,047
35-090-5380-5527	Reserve Rehabilitation Project Funds	\$133,835
35-090-5380-5572	Unprogrammed HOME CHDO Funds	\$99,833
35-090-5385-5617	Unprogrammed HOME Funds	\$65,635
	Total Prior Years	\$532,019
	REVENUE BUDGET DECREASES	
35-090-5375-5375	FY11 Entitlement	\$76,669
35-090-5380-5380	FY12 Entitlement	\$389,715
35-090-5385-5385	FY13 Entitlement	\$65,635
	Total Prior Years	\$532,019



T.a.6.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Fiscal Year 2013-2014 funds for the Community Development Block Grant and HOME Investment Partnerships Program; authorizing the City Manager to execute the requisite Grant Agreements, Funding Approval, and other documents, with the United States Department of Housing and Urban Development ("HUD"); and authorizing the City Manager to execute such subgrant agreements, amendments, and other documents as may be required.

BE IT RESOLVED by the Council of the City of Roanoke ("Council") as follows:

- 1. The Fiscal Year 2013-2014 Community Development Block Grant in the amount of \$1,578,101 and HOME Investment Partnerships Program funds in the amount of \$474,954 are hereby ACCEPTED.
- 2. The City Manager is authorized to execute, and the City Clerk is authorized to attest, the requisite Grant Agreements with HUD, Funding Approval, and any and all understandings, assurances and documents relating thereto required by HUD to accept such funds, each of such documents to be in such form as is approved by the City Attorney, as more particularly set out in the City Council Agenda Report dated August 5, 2013, to this Council.
- 3. Further, the City Manager is authorized to execute, and the City Clerk is authorized to attest, such subgrant agreements and amendments as may be required pursuant to the Fiscal Year 2013-2014 Annual Update to the 2010-2015 Consolidated Plan ("Annual Update") approved by Council by Resolution No. 39662-051313, and as may otherwise exceed the City Manager's authority under Section 2-124 of the Code of the City of Roanoke, as amended, such subgrant agreements or

amendments to be within the limits of funds provided for in the Annual Update and to be approved as to form and as to execution by the City Attorney, as more particularly set forth in the City Council Agenda Report dated August 5, 2013, to this Council.

ATTEST:

City Clerk.

R-CDBG-2013-2014 funds.d ∞



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program (CDBG), and HOME Investment Partnerships Program, amending and reordaining certain sections of the 2013-2014 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Αp	nr	n	ırıa	tic	nc
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HOME Reserve Rehabilitat	ion Project Funds	35-090-5375-5527	\$ (2,000)
HOME Hurt Park TAP Hom	e Ownership Project	35-090-5375-5530	(74,669)
HOME Unprogrammed Fun	nds	35-090-5380-5482	(156,047)
HOME Reserve Rehabilitat	ion Project Funds	35-090-5380-5527	(133,835)
HOME Unprogrammed CHI	DO Funds	35-090-5380-5572	(99,833)
HOME Unprogrammed Fun	ids	35-090-5385-5617	(65,635)
HOME Program Admin - Re	egular Employee Wages	35-090-5387-1002	24,888
HOME Program Admin - Ci	ty Retirement	35-090-5387-1105	3,922
HOME Program Admin - 40	1 Health Savings	35-090-5387-1117	251
HOME Program Admin - Fl	CA	35-090-5387-1120	1,923
HOME Program Admin - Me	edical Insurance	35-090-5387-1125	3,175
HOME Program Admin - De	ental Insurance	35-090-5387-1126	199
HOME Program Admin - Lif	e Insurance	35-090-5387-1130	299
HOME Program Admin - Di	sability Insurance	35-090-5387-1131	7
HOME Program Admin - Fe	es for Professional Svcs	35-090-5387-2010	5,000
HOME Program Admin - Ad	lvertising	35-090-5387-2015	300
HOME Program Admin - Ad	Iministrative Supplies	35-090-5387-2030	300
HOME Program Admin - Me	emberships	35-090-5387-2042	500
HOME Program Admin - Tra	aining and Development	35-090-5387-2044	3,000
HOME Program Admin - Re	ecords Management	35-090-5387-2082	157
HOME Program Admin - Po	stage	35-090-5387-2160	200
HOME Program Admin - Do	oT Billings	35-090-5387-7005	1,000
HOME West End New Hom	eownership Habitat - Del	35-090-5387-5607	100,000
HOME West End New Hom	eownership Habitat - Proj	35-090-5387-5614	400,000
HOME West End Single Fa	mily Rehab CHP - Project	35-090-5387-5632	291,200

HOME West End Single Family Rehab CHP - Delivery	35-090-5387-5633	\$ 72,800
HOME Down Payment Assistance Program	35-090-5388-5399	209,133
Affordable Home Rehab Program	35-G09-0920-5523	(662)
Community Improvement Program	35-G10-1020-5397	(14,137)
Emergency Home Repair - TAP	35-G10-1020-5470	(692)
Hurt Park Rehab TAP – Project	35-G10-1020-5534	(48,830)
Hurt Park Rehab TAP – Delivery	35-G10-1020-5535	(1,123)
Historic Sites Survey	35-G10-1021-5544	(11,274)
Loudon-Melrose Mini Grant	35-G10-1037-5245	(785)
NDG – Southeast Action Forum	35-G10-1037-5515	(1,999)
NDG – Nazarene Neighborhood	35-G10-1037-5545	(383)
Emergency Home Repair - Support	35-G11-1119-5483	(301)
Hurt Park TAP Homeownership - Project	35-G11-1119-5530	(25,000)
Hurt Park TAP Rehab - Project	35-G11-1119-553 4	(76,293)
Hurt Park TAP Rehab - Delivery	35-G11-1119-5535	(23,265)
RRHA Hurt Park Property Acquisition - Project	35-G11-1119-5580	(3,937)
Fair Housing Study	35-G11-1121-5284	(514)
Neighborhood Development Grants	35-G11-1137-5028	(2,198)
NDG – Wasena Neighborhood	35-G11-1137-5476	(375)
NDG – Mountain View Neighborhood Association	35-G11-1137-5567	(1,731)
Children's' Trust	35-G11-1138-5569	(3,681)
Emergency Home Repair - TAP	35-G12-1219-5470	(19,793)
Emergency Home Repair - Support	35-G12-1219-5483	(7,069)
RRHA Hurt Park Property Acquisition - Project	35-G12-1219-5580	(25,449)
RRHA New Target Property Acquisition - Project	35-G12-1219-5582	(11,943)
RRHA New Target Property Acquisition - Delivery	35-G12-1219-5583	(12,000)
Empowering Individuals with Disabilities - Project	35-G14-1419-5057	84,948
Demolition	35-G14-1419-5108	75,000
Emergency Home Repair - TAP - Project	35-G14-1419-5470	37,200
Emergency Home Repair - TAP - Delivery	35-G14-1419-5483	9,300
World Changers - Project	35-G14-1419-5486	60,000
World Changers - Delivery	35-G14-1419-5498	15,000
Empowering Individuals with Disabilities - Delivery	35-G14-1419-5585	21,237
West End New Homeownership - Habitat - Delivery	35-G14-1419-5607	54,480
West End Property Acquisition - RRHA - Project	35-G14-1419-5608	125,000
West End Owner Occupied Rehab - RTR - Project	35-G14-1419-5610	70,400
West End Owner Occupied Rehab - RTR - Delivery	35-G14-1419-5611	17,600
West End Housing Preservation - TAP - Project	35-G14-1419-5612	40,000
West End Housing Preservation - TAP - Delivery	35-G14-1419-5613	10,000
West End New Home Ownership - Habitat - Project	35-G14-1419-5614	217,920
West End Residential Façade Program	35-G14-1419-5619	149,700
West End Rental Rehab - Project	35-G14-1419-5628	112,000
West End Rental Rehab - Delivery	35-G14-1419-5629	28,000
West End Energy Efficient Rehab - CHP Project	35-G14-1419-5630	58,000
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		* 44.500
West End Energy Efficient Rehab - CHP Delivery	35-G14-1419-5631	\$ 14,500
West End Single Family Rehab – CHP Project	35-G14-1419-5632	75,000
HUD Admin - Regular Employee Wages	35-G14-1422-1002	197,538
HUD Admin - City Retirement	35-G14-1422-1105	31,127
HUD Admin - 401 Health Savings	35-G14-1422-1117	1,995
HUD Admin - FICA	35-G14-1422-1120	15,264
HUD Admin - Medical Insurance	35-G14-1422-1125	17,993
HUD Admin - Dental Insurance	35-G14-1422-1126	1,456
HUD Admin - Life Insurance	35-G14-1422-1130	2,374
HUD Admin - Disability Insurance	35-G14-1422-1131	56
HUD Admin - Fees for Professional Services	35-G14-1422-2010	53,642
HUD Admin - Advertising	35-G14-1422-2015	2,500
HUD Admin - Telephone	35-G14-1422-2020	1,100
HUD Admin - Administrative Supplies	35-G14-1422-2030	2,500
HUD Admin - Expendable Equipment (<\$5,000)	35-G14-1422-2035	5,000
HUD Admin - Memberships	35-G14-1422-2042	1,500
HUD Admin - Training and Development	35-G14-1422-2044	12,000
HUD Admin - Local Mileage	35-G14-1422-2046	150
HUD Admin - Printing	35-G14-1422-2075	500
HUD Admin - Records Management	35-G14-1422-2082	800
HUD Admin - Postage	35-G14-1422-2160	750
HUD Admin - Xerox Lease	35-G14-1422-3045	1, 250
HUD Admin - Neighborhood Planning Activities	35-G14-1422-5634	18,000
HUD Admin - Council of Community Services Planning	35-G14-1422-5635	5,000
HUD Admin - DoT Billings	35-G14-1422-7005	3,144
HUD Admin - Risk Management	35-G14-1422-7017	500
Code Enforcement - Regular Employee Wages	35-G14-1423-1002	69,417
Code Enforcement - City Retirement	35-G14-1423-1105	12,670
Code Enforcement - 401 Health Savings	35-G14-1423-1117	701
Code Enforcement - FICA	35-G14-1423-1120	5,364
Code Enforcement - Medical Insurance	35-G14-1423-1125	10,108
Code Enforcement - Dental Insurance	35-G14-1423-1126	698
Code Enforcement - Life Insurance	35-G14-1423-1130	173
Code Enforcement - Administrative Supplies	35-G14-1423-2030	869
Energy Efficiency Home Rehab - Project Funds	35-G14-1424-5527	75,000
Economic Development - West End Service Center	35-G14-1430-5606	150,000
Human Resources - Apple Ridge Farms	35-G14-1438-5084	26,250
Human Resources - BISSWVA Case Management	35-G14-1438-5508	29,000
Human Resources - TAP African American Studies	35-G14-1438-5554	24,000
Human Resources - Children's Trust	35-G14-1438-5569	27,000
Human Resources - Home Stabilization	35-G14-1438-5604	85,729
Community Based Prevention Svcs – Reg Emp Wages	35-G14-1443-1002	67,607
Community Based Prevention Svcs – Reg Linp Wages Community Based Prevention Svcs – City Retirement	35-G14-1443-1105	12,374
•	35-G14-1443-1117	683
Community Based Prevention Svcs – 401 Health	33-314-1443-111/	003

			_	
Community Based Preve		35-G14-1443-1120	\$	5,224
•	ention Svcs – Medical Insure	35-G14-1443-1125		11,328
	ention Svcs – Dental Insurance	35-G14-1443-1126		660
•	ention Svcs – Life Insurance	35-G14-1443-1130		813
•	ention Svcs – Disability Insure	35-G14-1443-1131		191
Community Based Preven	ention Svcs – Telephone (Cell)	35-G14-1443-2021		800
Community Based Preve	ention Svcs – Local Mileage	35-G14-1443-2046		1,387
Community Based Preven	ention Svcs – Other Rent	35-G14-1443-3075		3,600
NDG - Melrose/Rugby N	eighborhood Forum Improve	35-G14-1444-5278		5,000
NDG - Belmont - Solar T	rash Compactors	35-G14-1444-5636		1,403
NDG - Belmont - Alley Li	ghting	35-G14-1444-5637		4,730
NDG - Old Southwest - 0	Custom Bicycle Racks	35-G14-1444-5638		1,215
NDG - Old Southwest - E	Bus Shelter	35-G14-1444-5639		4,267
NDG - Southeast Action	Forum - Bicycle Signs	35-G14-1444-5640		2,850
West End Infrastructure	Improvements	35-G14-1444-5641		75,000
Revenues				
HOME Entitlement 10-12	l	35-090-5375-5375		(76,669)
HOME Entitlement 11-12	2	35-090-5380-5380	(389,715)
HOME Entitlement 12-13	3	35-090-5385-5385		(65,635)
HOME Entitlement 13-14	1	35-090-5387-5387	1,	006,973
HOME Program Income	13-14	35-090-5387-5388		25,000
HOME Prior Year Exces	s Program Income	35-090-5387-5389		86,281
CDBG Entitlement 08-09)	35-G09-0900-2901		(662)
CDBG Entitlement 09-10)	35-G10-1000-3001		(79,223)
CDBG Entitlement 10-11		35-G11-1100-3101	(137,295)
CDBG Entitlement 11-12		35-G12-1200-3201		(76, 254)
CDBG Entitlement 13-14	<u> </u>	35-G14-1400-3401	1,	871,535
CDBG Other Program In	come RRHA 13-14	35-G14-1400-3402		5,000
CDBG Lease Payment -	Cooper Industries 13-14	35-G14-1400-3403		13,333
CDBG Hotel Roanoke So	ection 108 Repayment 13-14	35-G14-1400-3404		472,167
CDBG Rental Rehab Re	payment 13-14	35-G14-1400-3405		500
CDBG Home Ownership	Assistance 13-14	35-G14-1400-3406		5,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Acceptance of FY14 VDOT Revenue Sharing Program Award - Authorization for New VDOT Agreements and Appropriation of

Funds and Acceptance of a Donation

Background:

On October 1, 2012, City Council authorized the City Manager to submit an application to VDOT for funds from VDOT's FY14 Transportation Revenue Sharing Program in the total amount of \$8,250,000, which required a City match of \$8,250,000. Funds were requested for the following projects:

- 1. Franklin Road Bridge over Norfolk Southern Railway Bridge Replacement.
- 2. City-Wide Bridge Maintenance.
- 3. City-Wide Paving Program (Resurfacing).
- 4. City-Wide Storm Drain Improvements.
- 5. City-Wide Curb, Gutter, and Sidewalk (New Construction).
- 6. City-Wide Curb, Gutter, and Sidewalk (Repair)
- 7. Roanoke River Greenway Construction for the connection between Roanoke and Salem.

Considerations:

City staff has been notified that VDOT has awarded the City a total of \$5,438,451 from VDOT's FY14 Transportation Revenue Sharing Program. In addition, the City will receive \$2,863,800 in Federal-aid Regional Surface Transportation Program (RSTP) funds for the Roanoke River Greenway project. In accordance with the award, VDOT has provided the City with a Programmatic Project Administration Agreement for the Revenue Sharing Projects for providing \$5,438,451 in Revenue Sharing Funds and a VDOT Standard Project Administration Agreement for Federal-aid Projects for providing \$2,863,800 in Regional Surface Transportation funds, copies of which are attached to this report. The Agreement for the Revenue Sharing Funds requires a match from the City in the amount of \$5,438,451. The RSTP funds require no local contribution.

Funds are to be allocated for the five (5) projects as set forth below. Funding was not allocated for the City-Wide Bridge Maintenance project or the City-Wide Curb, Gutter, and Sidewalk (Repair) project. These two projects will move forward with appropriated local funding.

1. Franklin Road Bridge over Norfolk Southern Railway Bridge Replacement - \$1,800,000 in Revenue Sharing Funds. City match funding will be provided by

- using \$1,800,000 from the City's FY 2014 capital project funds for Bridge Repair and Replacement through the planned issuance of bonds.
- 2. City-Wide Paving Program (Resurfacing) \$1,168,451 in Revenue Sharing Funds. City match funding will be provided by using \$1,168,451 from the City's FY 2014 general fund revenues for the Paving Program.
- 3. City-Wide Storm Drain Improvements \$1,120,000 in Revenue Sharing Funds. City match funding will be provided by using \$1,120,000 from the City's FY 2014 capital project funds for the Neighborhood Storm Drain Program through the planned issuance of bonds.
- 4. City-Wide Curb, Gutter, and Sidewalk (New Construction) \$750,000 in Revenue Sharing Funds. City match funding will be provided by using \$750,000 from the City's FY 2014 capital project funds for Curb, Gutter, and Sidewalk (New Construction).
- 5. Roanoke River Greenway Connection between Roanoke and Salem \$600,000 in Revenue Sharing Funds and \$2,863,800 in Regional Surface Transportation Funds. City match funding will be provided as follows:
 - a. \$200,000 from the Comprehensive Greenway Trail project will be transferred to the Roanoke River Bridge the Gap project account.
 - b. \$400,000 donation from Roanoke Valley Greenway Commission and Pathfinders for the Greenways, Inc. Both the Roanoke Valley Greenway Commission and Pathfinders for Greenways, Inc. are spearheading the private fundraising effort to help "Bridge the Gap" between Salem and the City of Roanoke. Their offer to raise funds and dedicate such towards the development of the Roanoke River Greenway Trail was presented to Council in the fall of 2011 in an effort to match the City's VDOT Revenue Sharing funds. At this time, the respective organizations would like to donate a combined total of \$400,000 towards this effort.

The \$2,863,800 in Regional Surface Transportation Funds do not require a local match from the City. Such Funds will be used for the Roanoke River Greenway Connection Project between Roanoke and Salem, as referred to in item 5 above.

Recommended Action:

Accept VDOT's award of Transportation Revenue Sharing Program Funds in the total amount of \$5,438,451 which will be allocated as set forth above among the five (5) projects referred to above, with the City providing local matching funds in the amount of \$5,438,451. Also accept the Regional Surface Transportation Program Funds in the total amount of \$2,863,800 to be allocated as set forth above to the Roanoke River Greenway Connection between Roanoke and Salem project, which funds do not require City matching funds.

Authorize the City Manager to execute the attached VDOT Standard Project Administration Agreement and the Programmatic Project Administration Agreement similar to the ones attached to this City Council Agenda Report dated August 5, 2013. Such Agreements shall be in a form approved by the City Attorney.

Authorize the City Manager to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such funds in the amount of \$5,438,451 in Revenue Sharing Program Funds, together with \$5,438,451 in City matching funds, and \$2,863,800 in Regional Surface Transportation Funds for the five (5) projects as referred to above.

Adopt the accompanying Budget Ordinance to:

- 1. Establish revenue estimates for the FY14 VDOT funds and appropriate funding in the same amount to the expenditure accounts as follows:
 - a. Franklin Road Bridge over Norfolk Southern Railway Bridge Replacement \$1,800,000; project account 08-530-9965, Franklin Rd over NSRW-Bridge Replacement.
 - b. City-Wide Paving Program (Resurfacing) \$1,168,451; project account 08-530-9504, Capital Street Paving FY14.
 - c. City-Wide Storm Drain Improvements \$1,120,000; project account 08-530-9734, Neighborhood Storm Drain Projects.
 - d. City-Wide Curb, Gutter, and Sidewalk (New Construction) \$750,000; project account 08-530-9775, City-Wide Curb, Gutter, Sidewalk FY14.
 - e. Roanoke River Greenway Construction -\$600,000; project account 08-620-9201, Roanoke River Greenway Bridge the Gap.
 - f. Roanoke River Greenway Construction \$2,863,800; project account 08-630-9201, Roanoke River Greenway Bridge the Gap.
- 2. Establish revenue estimate for a total donation of \$400,000 from the Roanoke Valley Greenway Commission (\$100,259) and Pathfinders for Greenways, Inc. (\$299,741), and appropriate funding in the same total amount to account 35-620-4368, Roanoke River Greenway Bridge the Gap.
- 3. Transfer \$200,000 from account 08-620-9753-9003, Comprehensive Greenway Trail Funds to account 08-620-9201-9003, Roanoke River Greenway Bridge the Gap.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

Sherman M. Stovall, Assistant City Manager for Operations

Robert K. Bengtson, P.E., Director of Public Works Steven C. Buschor, Director of Parks and Recreation

Philip C. Schirmer, P.E., L.S., City Engineer

Mark D. Jamison, P.E., PTOE, Transportation Division Manager

STANDARD PROJECT ADMINISTRATION AGREEMENT Federal-aid Projects

Project Number	UPC	Local Government
U000-128-R21	102769	City of Roanoke

THIS AGREEMENT, made and executed in triplicate this day of
, 20 , by and between the City of Roanoke, Virginia, hereinafte
referred to as the LOCALITY and the Commonwealth of Virginia, Department of
Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
- b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

federal, state, and local laws and regulations. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
- For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
- m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.

2. The DEPARTMENT shall:

- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraphl.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
- e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

- This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.
- 10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

Typed or printed name of persion: 8/11/11

Project Number:		28-R21			Locality:			ke		
Project Location ZIP+4 24015-5519			Locality DUNS# 006704316			Locality Address (incl ZIP+4): 215 Church Avenue, SW Roanoke, VA 24011-1520				
Project Narrative										
Scope:										
Design a	d constructi		ke River Gr	reenway cor	nnection be	ween Roan	cke and Sa	lem City		
	reet in Roans	oke City								
To: Salem C		Luka Dush				E40.0E3 E300				
Locality Project Manager Department Project Coore		Luke Pugh nfo:	Michelle Caru	thers. PE		540-853-5208	540-387-5408			
S Op Site in Color	motor compatibility		1			·/	0.000.0.0			
					Project E	stimates				
		1	• • • • • • • • • • • • • • • • • • • •							
		Preliminary	Engineering	Right of Way	y and Utilities	Constr	ruction	Τσ	tal Estimated Cost	
Estimated Locality Pro	ect Expenses	\$33	5,000	\$149	9,000	\$5,36	7,800		\$5,851,800	
Estimated VDQT Proj		_	,000		000	\$1,			\$12,000	
Estimated Total Pro	ect Costs	\$34	5,000	\$150	0,000	\$5,36	008,88	<u> </u>	\$5,863,800	
			r	Proje	ect Cost and	Reimburse	ment		T	Estimated Reimbursement
Phase	Estimated I	Project Costs		s type drop down box)	_	ticipation for s Type	Local Sha	re Amount	Maximum Reimbursement (Estimated Cost - Local Share)	to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$34	5,000		STP		%		60	\$345,000	
								0	\$0	
	-		ļ					0	\$0	
Total	E #24	5,000						50 50	\$0 \$345,000	
Right of Way & Utilities		0,000	Do	STP		%		60	\$150,000	
Taght of Way & Othings	1 410	0,000	1111	<u> </u>	-	70		60	\$100,000	
Total F	N \$15	0,000						50	\$150,000	
Construction	\$2,3	68,800	RS	STP	٥	%		50	\$2,368,800	
		00,000	Revenue Sharing 50)%	\$1,500,000		\$1,500,000		
Total (68,800						0,000	\$3,868,800	
Total Estimated Cost	\$5,8	63,800					\$1,50	00,000	\$4,363,800	\$4,351,800
		Total Maxim	um Reimbu	reament hy	VDCT to Lo	cality (1 ecc	l ocal Shar	<u> </u>		\$4,363,800
		Total Reimb							3)	\$4,351,800
					Project F	inancing				
Revenue Sharing Sta Match		haring Local		STP	RSTPS	ate Match				Aggregate Allocations (A+B+C+D+E+F)
\$1,500,000										\$5,863,800
								, , , , , , , , , , , , , , , , , , ,		
S1,500,000 \$1,500,000 \$2,291,040 \$572,760 \$5,863,800 Program and project Specific Funding Requirements This project shall be administered in accordance with VDOT's Locality Administered Projects Manual The project will be constructed and maintained in accordance with VDOT's Urban Manual In accordance with CH 12.3 of the Locality Administered Pojects Menual, scoping was completed on 10/19/2012. This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program. The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarity, as required by the Department. This is a finite during the project. The Locality shell be responsible for any additional funding in excess of \$4,33,800 Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges. In accordance with §33.1-23.05 of the Code of Virginia, this project must be initiated and at least a portion of the Revenue Sharing funds expended by June 19, 2015 or the project may be subject to deallocation. Revenue Sharing Funds above consist of the following Fiscal Years: FY 13 - \$1,800,000 (\$900,000 locality and \$900,000 VDOT) FY 14 - \$1,200,000 (\$900,000 locality and \$900,000 VDOT) This project is funded with federal-aid Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation. FY 14 - \$2,863,800 Allocation by the CTB, Obligation deadline 6/30/2014, Expenditure deadline 6/30/2017 Funds are not available until July 1 of the fiscal year in which they are allocated. Total project allocations: \$5,863,800										
Authorized Locali	y Official and da	ite	-						Authorized V Recommenda	DOT Official Intion and Date

Typed or printed name of person signing

PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT Revenue Sharing Projects

THIS AGREEMENT, made and executed in triplicate this day of
20 , by and between the City of Roanoke, Virginia, hereinafter referred to as the
LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter
referred to as the DEPARTMENT.

WHEREAS, the LOCALITY may, in accordance with §33.1-23.05 of the *Code of Virginia* (1950), as amended (the *Code*), and Commonwealth Transportation Board (CTB) policy, submit application(s) for Revenue Sharing funding and may also administer projects approved for Revenue Sharing funding by the CTB; and

WHEREAS, Appendix A documents the funding allocated to each Project and shall be developed and included as an attachment to this agreement. Such attachment may be amended, revised or removed or an additional Appendix A may be added as additional projects or funding is approved by the CTB and allocated to the LOCALITY to finance the Project(s) within the term of this Agreement without the need to execute an additional project administration agreement; and

WHEREAS, current and future projects approved for Revenue Sharing funding by the CTB within the term of this agreement and subject to the terms and conditions specified herein shall be identified on a list which will be included as an attachment to this Agreement as Appendix B. Such attachment may be amended as additional projects are approved by the CTB and shall be signed by an authorized LOCALITY and VDOT official, without the need to execute an additional project administration agreement. If any active project with an existing agreement is incorporated herein, the original project agreement shall automatically terminate upon inclusion in this programmatic agreement of an updated Appendix A and an amended Appendix B to reflect that project; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in the attachments in accordance with applicable federal, state and local laws and regulations and that the locality will certify compliance with those laws and regulations as prescribed by the Department.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. This agreement shall be effective for an initial period of THREE fiscal years and may be extended by an addendum signed by each party for one additional term of THREE fiscal years unless a change in policy or the *Code* necessitates a change in terms and conditions before the term of this agreement shall have passed. This Agreement shall NOT extend beyond SIX fiscal years. In the event that a new agreement becomes necessary during the life of this Agreement, Appendix A and Appendix B may be incorporated within the new approved agreement upon mutual agreement by both parties.

2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown on the Appendix B and on the respective Project's Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Receive individual prior written authorization from the DEPARTMENT to proceed with each project.
- c. Administer the Project(s) in accordance with guidelines applicable to state funded Locally Administered Projects as published by the DEPARTMENT.
- d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the State Certification Form for State aid projects or in another manner as prescribed by the DEPARTMENT for each project included in Appendix B.
- e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date Project summary and schedule tracking payment requests and adjustments.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code, or other applicable provisions of state law or regulations require such reimbursement.
- h. Pay the DEPARTMENT the LOCALITY's matching funds for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 3.a.
- Administer the Project in accordance with all applicable federal, state, and local laws
 and regulations. Failure to fulfill these obligations may result in the forfeiture of
 state-aid reimbursements. DEPARTMENT and LOCALITY staffs will work together
 to cooperatively resolve any issues that are identified so as to avoid any forfeiture of
 state-aid funds.

- j. If legal services other than those provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
- k. For projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

3. The DEPARTMENT shall:

- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
- e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
- 4. Appendix A identifies the specific funding sources for each Project under this Agreement, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
- 5. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the *Code*.
- 6. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project under this agreement is anticipated to exceed the allocation shown for such Project on the respective Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however

the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

- 7. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- 8. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- 9. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
- 10. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.g, and 3.b, subject to the limitations established in this Agreement and Appendix A. Should the LOCALITY unilaterally cancel a project agreement, the LOCALITY shall reimburse the DEPARTMENT all state funds reimbursed and expended in support of the project, unless otherwise mutually agreed-upon prior to termination.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to any project, this agreement is no longer applicable to that project and the applicable Appendix A shall be removed from this agreement and the Standard Project Administration Agreement for Federal-aid Projects executed for that project.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF ROANOKE, VIRGINIA:		
Typed or printed name of signatory		
Title	Date	
Signature of Witness	Date	
NOTE: The official signing for the Lo authority to execute this agreement.	OCALITY must attach a certified of	copy of his or her
COMMONWEALTH OF VIRGINIA,	DEPARTMENT OF TRANSPORT	TATION:
Commissioner of Highways Commonwealth of Virginia Department of Transportation	Date	
Signature of Witness	Date	
Attachments		

Appendix A (for each project covered under this Agreement)
Appendix B (listing Project(s) covered under this Agreement)

Project Nun	mber:	0220-1	28-R34	UPC:	104	248		Locality:		City of Roano	ke
	ation ZIP+4:			Locality DUI	IS#				Locality Add	ress (incl ZIP+4):	
Project Na	rrative			L		· · · · · · · · · · · · · · · · · · ·					
Scope:											
From:	Replacement 500' north o		in Rd Bridge	e over NSRV	V						
To:	500' south o										
	ect Manager Con	tact info:	Luke Pugh				540-853-5208				
Department I	Project Coordina	tor Contact Inf	o:	Michelle Caru	hers, PE			540-387-5408			
						Project E	stimates				
E-Nto-	d Landit Desirat	Fuernan		Engineering		and Utilities	Constr	uction 8,000	Tot	al Estimated Cost \$11,991,000	
	d Locality Project ed VDOT Project			75,000		000		000	——	\$9,000	
	ated Total Projec			30,000	\$100	,000	\$10,2	20,000		\$12,000,000	
			· · · · · · · · · · · · · · · · · ·	1	Proje	ect Cost and	i Reimburse	ment		Maximum Reimbursement	Estimated Reimbursement
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Preliminary 8	Engineering	\$1,68	0,000	Revenue	Sharing	5	0%		0,000	\$840,000 \$0	
									60 60	\$0	
									30	\$0	
Diebs of Me	Total PE		0.000	Baylogu	Shorina		0%	\$840,000		\$840,000 \$50,000	
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	Total RW		0,000						,000	\$50,000	
Construction	1	_	20,000 00,000	Revenue Sharing			0%			\$910,000 \$0	
	Total CN		20,000	Local Funds					10,000	\$910,000	
Total Estim	ated Cost	\$12,0	000,000					\$10,200,000		\$1,800,000	\$1,791,000
П			Total Maxin	um Reimbu	rsoment hy	VDOT to Lo	cality (Less	Local Share	•1		\$1,800,000
		Estimated '	Total Reimi	ursement b	VDOT to L	ocality (Les	s Local Sha	e and VDO	Expenses		\$1,791,000
				1		Project	Financing		· · · · · ·		T
•	ue Sharing	I	haring Local	1							Aggregate Allocations (A+B+C+D+E+F)
	e Match 800,000		atch 00,000		Funds 0,000			<u> </u>			\$12,000,000
\$1,0	500,000	\$1,00	30,000	φοιμο	70,000	L	A15 A17				ψ12,000,000
							cific Funding	Requireme	ents		
	ect shall be admir ect will be constru						<u>al</u> ı Manual				
B	ect is a Revenue							haring Program	n.		
										subsequent to project comp	letion without approval of the
1	I, the locality inhe limited funds pro		•	-					00,000 dougo oy me r	repailment.	
• Estimated	d eligible VDOT	expenses are	based on VDC	T processing S	SERP (if applic	able) and insp	ection. Any add	ditional assista	nce may result	in additional VDOT charges	
	lence with §33,1- ject to deallocatio		ode of Virginia	, this project m	ust be initiated	and at least a	portion of the f	unds expende	d within one ye	ar of allocation. If not initiate	by 06/19/2014 the project
• Revenue	Sharing Funds a	bove consist	-								
●FY1	14 - \$3,600,000 (\$1,800,000 fo	cality and \$1,8	(TOOV 000,000							
• Funds are	e not available ur	ntil July 1 of th	e fiscal year in	which they are	allocated.						
II .	oject allocations		-	000,000	_						
Auth	norized Locality C	fficial and det	В	_						Authorized V	DOT Official
7			-								ation and Date
Typed	or printed name	of person sign	ina	-						Typed or printed nam	e of person signing
i yped	or prinked neatle	or heranni ziñt.	m ig							Typed or printed nam	Version 8/19/11

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Project Nur	mber:	U000-1	28-R32	UPC:	104	250		Locality:		City of Roano	ke
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roject Na	rrative										
cope:											
rom:	City-wide S Various loc			ents							
0:	Various loca										
	ect Manager Cor		Luke Pugh				540-853-5208	440 007 0407			
epartment	Project Coordina	tor Contact In	fo:	Michelle Carul	thers, PE			540-387-5408			
						Project E	stimates		*		
Fallerate	d Landin Decise	- Free-to		Engineering		and Utlitles	Constr \$2,00		. To	stal Estimated Cost \$2,233,000	
	d Locality Project ed VDOT Project			000		000	\$1,0			\$7,000	
	ated Total Projec	_		0,000		0,000,0	\$2,01			\$2,240,000	
				·	Proje	ect Cost and	Reimburse	ment		Maximum Reimbursement	Estimated Reimbursement
P	hase	Estimated P	roject Costs	Funds	s type	Local % Par	ticipation for	Local Shar	e Amount	(Estimated Cost - Local	Locality (Max, Reimbursement - Es
		A ===		(Choose from t	drop down box)	Funds	Туре	1	•••	Share)	VDOT Expenses)
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								\$	0	\$0	
	Total PE	612	0,000					\$ \$65		\$0 \$65,000	
ight of Wa	y & Utilities		0,000	Revenu	e Sharing	50)%	\$50		\$50,000	
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onstruction	Total RW \$100,000				50	\$50 50% \$1,00			\$50,000 \$1,005,000		
AC IST LICEIO	truction \$2,010,000		Neverbe Stating		55%		\$1,005,000 \$0		\$1,000,000		
	Total CN		10,000					\$1,005,000 \$1,120,000		\$1,005,000	
otal Estim	ated Cost	\$2.24	40,000					\$1,12	0,000	\$1,120,000	\$1,113,000
			Total Maxin	num Reimbu	rsement by	VDOT to Lo	cality (Less	Local Share)		\$1,120,0
		Estimated	Total Reimb	ursement b	y VDOT to L	ocality (Less	Local Shar	e and VDOT	Expenses		\$1,113,0
						Project 5	Inancing				
				Γ		Piojecti	manonig				Aggregate Allocation
	ue Sharing		haring Local								(A+B+C+D+E+F)
	e Match 120,000		atch 20,000								\$2,240,000
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	-	-					•			It in additional VDOT charges wear of allocation. If not initiat	
nay be subj	ject to deallocatio	on.	_		nust be unteres	Janual Rest o	portion or the	iurios experide	d wariin one	year or anocation. If not initiat	ed by 06/19/2014 the proj
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- (* 1 1	14 - \$2,240,000	(¥1,120,000 K	wanty and \$1,1	,20,000 VDO1	,						
	e not available un	-	•		allocated.						
lotal pro	ject allocations	:	\$2,24	40,000	-						
Auth	orized Locality C	official and dat	e	-						Authorized V	/DOT Official
											ation and Date
Typed	or printed name	of person sign	ing	-						Typed or printed name	e of nerson signing

Coling C	Project Num	nber:	U000-1	28-R33	UPC:	104	251		Locality:		City of Roano	ke
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Copy City-victor Control Cutter & Sickwedk From: Various Locations City-vides Cody National Locations Cody National Locations Project Estimates Project Estimates Project Estimates Project Cody 31,450,000 \$1,450,000	Project Nai	rrative										
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Estimated Locality Project Epienses					.	D:-11 -614/		^		T	a) Fatimated Capt	
Estimated YoOT Project Expenses \$5,000 \$1,00	Estimated	Locality Project	Expenses							10		
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Phase Estimated Project Costs Funds type (Doose from project may be projected on the project Sharing) From the project sharing State Formula Sharing From the project sharing State Formula Sharing Formula Sharing From the project sharing State Formula Sharing Formula Sha	Estima	ated Total Projec	t Costs	\$18	0,000	\$25	,000	\$1,29	5,000		\$1,500,000	
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Right of Way & Utilities												
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Revenue Sharing State Match Match S750,000 Revenue Sharing Local Match S750,000 S750				Total Maxim	um Reimbu	rsement by	VDOT to Lo	cality (Less	Local Share	=)		\$750,000
Revenue Sharing State Revenue Sharing Local Match \$750,000 \$750,000 \$750,000 \$750,000 \$1,500,000 \$			Estimated '	Total Reimb	ursement b	y VDOT to L	ocality (Les	s Local Shar	e and VDO	T Expenses		\$743,000
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Recommendation and Date	Authorized Locality	Official and da	te	-						Authorized V	DOT Official
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Typed or printed name of person significant types of perso											
1 Made of human salling	Typed or printed name	e of person sig	ning	-						Typed or printed nam	e of person signing

APPENDIX B

Locality	City of Roanoke			Original Agreement Date Date Appendix B Modified						
	rogram Coordinator: ent Program Coordinat	tor:	Luke Pugh Michelle Caruth	Luke Pugh Michelle Caruthers, PE						
CONSTRU	ICTION PROJECTS									
UPC	Project #	State Match Approved Amour	Date of CTB nt Approval	Date Appendix A Signed by District	Date Appendix A Revised	Modified State Match				
104248	0220-128-R34	\$ 1,800,00	0 6/19/2013							
104250	U000-128-R32	\$ 1,120,00	6/19/2013							
104251	U000-128-R33	\$ 750,00	0 6/19/2013							
	•									
						1,				
MAINTEN	NANCE PROJECTS									
UPC	Project #	State Match Approved Amou	Date of CTB	Date Appendix A Signed by District	Date Appendix A Revised	Modified State Match				
104302	U000-128-R37	\$ 1,168,45		Signed by District	Neviseu	IVIACO				
NOTE: T	ransfers between cons	truction and maint	tenance projects s	hould not be assume	d but will be evalue	tad on a sasa by				
case basi		and maint	tenance projects s	nodia not be assume	u but will be evalua	teu on a case-by-				
Authorized Locality Official			Date	Date						
————Authorize	ed VDOT Official		Date		-					

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Virginia Department of Transportation's (VDOT) award of Transportation Revenue Sharing Program Funds (Revenue Sharing Funds) to the City in the total amount of \$5,438,451, to be allocated among five Projects; accepting the VDOT award of Federal Aid Regional Surface Transportation Program (RSTP) Funds in the amount of \$2,863,800 for the Roanoke River Greenway Project; authorizing the City Manager to execute a VDOT Programmatic Project Administration Agreement for the Revenue Sharing Funds for the Projects set forth below, which will require the City to provide matching funds of \$5,438,451; authorizing the City Manager to execute a VDOT Standard Project Administration Agreement for Federal – Aid Projects for the RSTP Funds, which do not require any City matching funds, for the work on the Roanoke River Greenway Project; and authorizing the City Manager to take certain other actions in connection with the above matters and Projects.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City of Roanoke hereby accepts the VDOT award of Revenue Sharing Funds in the total amount of \$5,438,451 to be provided by VDOT for the FY14 time period for the five Projects set forth in paragraph 3 below, with the City providing local matching funds in the total amount of \$5,438,451, with such funds to be allocated among the five Projects referred to below, all as more fully set forth in the City Council Agenda Report dated August 5, 2013, to this Council.

- 2. The City of Roanoke hereby accepts the VDOT RSTP Funds in the total amount of \$2,863,800 to be provided by VDOT for the Roanoke River Greenway Connection Project as further set forth in the above mentioned City Council Agenda Report, and which funds do not require any City matching funds.
- 3. The allocations for the five Projects referred to above together with the amount of such VDOT Revenue Sharing Funds to be provided and the City matching funds to be provided, together with the RSTP Funds, are as follows:
 - A. Franklin Road Bridge over Norfolk Southern Railway Bridge Replacement.

VDOT Revenue Sharing Program Funds-City Matching Funds - \$1,800,000 \$1,800,000

B. City-Wide Paving Program. (Resurfacing)

VDOT Revenue Sharing Program Funds-City Matching Funds - \$1,168,451 \$1,168,451

C. City-Wide Storm Drain Improvements.

VDOT Revenue Sharing Program Funds-City Matching Funds - \$1,120,000 \$1,120,000

D. City-Wide Curb, Gutter, and Sidewalk. (New Construction)

VDOT Revenue Sharing Program Funds-City Matching Funds-\$750,000

E. Roanoke River Greenway Connection between Roanoke and Salem City. This is for the City's Bridge the Gap section of the Roanoke River Greenway.)

VDOT Revenue Sharing Program Funds- \$600,000

City Matching Funds - \$600,000 VDOT RSTP Funds \$2,863,800

(Of the City Matching Funds of \$600,000, a total of \$400,000 is being donated by the Roanoke Valley Greenway Commission and the Pathfinders for Greenways, Inc., to be used by the City for this Project for part of the City's required matching funds).

- 4. The City Manager is hereby authorized to execute a VDOT Standard Programmatic Project Administration Agreement for Revenue Sharing Projects substantially similar to the one attached to the above mentioned Agenda Report to this Council for the above four Projects listed as A, B, C, and D in connection with the VDOT Revenue Sharing Funds, together with the required City matching funds mentioned above. Such Agreement shall be approved as to form by the City Attorney.
- 5. The City Manager is hereby authorized to execute a VDOT Standard Project Administration Agreement- Federal Aid Projects substantially similar to the one attached to the above mentioned Agenda Report for the Roanoke Greenway Connection Project between Roanoke and Salem, listed as E above, which funds include \$600,000 in VDOT Revenue Sharing Funds, \$600,000 in City matching funds, and \$2,863,800 in VDOT RSTP Funds, which do not require City matching funds, all as further set forth in such Agenda Report. Such Agreement shall be approved as to form by the City Attorney.
- 6. The City Manager is hereby authorized to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use the above Revenue Sharing Funds in the total amount of \$5,438,451 from VDOT, together with \$5,438,451 in City matching funds, for the above mentioned four Projects, with any such documents to be approved as to form by the City Attorney.
- 7. The City Manager is hereby authorized to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use the above RSTP Funds in the amount of \$2,863,800 for the

Roanoke River Greenway Connection Project between Roanoke and Salem, which funds do not require any City matching funds, with any such documents to be approved as to form by the City Attorney.

ATTEST:

p.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting donations of funds from the Roanoke Valley Greenway Commission and the Pathfinders for Greenways, Inc., in the total amount of \$400,000 to be used for the City's Bridge the Gap section of the Roanoke River Greenway Construction Project to be used as matching funds on behalf of the City in connection with the Virginia Department of Transportation's ("VDOT") Transportation Revenue Sharing Program Funds; authorizing the City Manager to execute any necessary documents, provide any information, and to take any necessary actions in order to obtain, accept, receive, implement, administer, and use such funds; and expressing the City's appreciation for such donations.

WHEREAS, the City has received an award of \$600,000 from VDOT's Transportation Revenue Sharing Program for use for the Roanoke River Greenway Construction Project between Roanoke and Salem, provided that the City will supply matching funds in the amount of \$600,000;

WHEREAS, the Roanoke Valley Greenway Commission and the Pathfinders for Greenways, Inc., have been successful in their campaign to raise funds to assist the City in being able to provide matching funds for such Project and they are donating to the City the total amount of \$400,000 toward the \$600,000 needed for the City's matching funds for the Project. The donation amounts consist of \$100,258.84 from the Roanoke Valley Greenway Commission and \$299,741.16 from the Pathfinders for Greenways, Inc.; and

WHEREAS, the City wishes to express its sincere appreciation and gratitude to the Roanoke Valley Greenway Commission and to Pathfinders for Greenways, Inc., for their donations of such funds.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The City of Roanoke hereby accepts the donations totaling \$400,000 from the Roanoke Valley Greenway Commission and Pathfinders for Greenways, Inc., as noted in the City Council Agenda Report dated August 5, 2013, to this Council.
- 2. The City Manager is authorized to execute any necessary documents, provide any information, and to take any necessary actions in order to obtain, accept, receive, implement, administer, and use the donated funds for use as part of the City's matching funds for the Roanoke River Greenway Construction Project as mentioned above and as set forth in the above mentioned Agenda Report.
- 3. This Council wishes to express its sincere appreciation and gratitude and that of the citizens of the City of Roanoke to the Roanoke Valley Greenway Commission and to Pathfinders for Greenways, Inc., for their generous donations to the City for improvements to the Roanoke River Greenway Construction Project between Roanoke and Salem.

ATTEST:

City Clerk.

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Virginia Department of Transportation Revenue Sharing Program, Federal-Aid Regional Surface Transportation Program, Roanoke Valley Greenways Commission, and Pathfinders for Greenways, Inc. to the Capital Street Paving, Neighborhood Storm Drains, City-Wide Curb, Gutter, Sidewalk FY14, Franklin Rd Over NSRW Bridge Replacement, and Roanoke River Greenway-Bridge the Gap projects, amending and reordaining certain sections of the 2013-2014 Capital Projects and Grant Funds Appropriations and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 Capital Projects and Grant Funds Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Capital Projects Fund

Capital Projects Fund		
Appropriations		
Appropriated from State Grant Funds	08-530-9504-9007	1,168,451
Appropriated from State Grant Funds	08-530-9734-9007	1,120,000
Appropriated from State Grant Funds	08-530-9775-9007	750,000
Appropriated from State Grant Funds	08-530-9965-9007	1,800,000
Appropriated from State Grant Funds	08-620-9201-9002	2,863,800
Appropriated from General Revenue	08-620-9201-9003	200,000
Appropriated from Federal Grant Funds	08-620-9201-9007	600,000
Appropriated from General Revenue	08-620-9753-9003	(200,000)
Revenues		
VDOT - Capital Street Paving	08-530-9504-9504	1,168,451
VDOT – City-Wide Storm Drain Improvement	08-530-9734-9734	1,120,000
VDOT - City-Wide Curb, Gutter, Sidewalk	08-530-9775-9775	750,000
VDOT - Franklin Rd over NSRW Bridge Repl	08-530-9965-9965	1,800,000
Regional Surface Transportation Funds	08-620-9201-9205	2,863,800
VDOT - Rke River Greenway-Bridge the Gap	08-620-9201-9204	600,000

Grant Fund

Appropriations		
Construction - Other	35-620-4368-9065	\$ 400,000
Revenues		
Pathfinders for Greenways FY13	35-620-4368-4368	299,741
Roanoke Valley Greenway Commission FY13	35-620-4368-4369	100,259

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



CITY COUNCIL AGENDA REPORT La.E.

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Acceptance and Appropriation of Additional VDOT Funds for

Orange Avenue and Blue Hills Drive/Mexico Way Intersection

Improvement Project

Background:

The City of Roanoke and the Virginia Department of Transportation entered into a VDOT Standard Project Administration Agreement for Federal Aid Projects dated May 4, 2010, in which VDOT would provide \$270,000 in Federal Highways Administration-Highway Safety Improvement Program (FHWA-HSIP) funds and \$30,000 of State Matching funds for a total of \$300,000 to be used on the Orange Avenue and Blue Hills Drive/Mexico Way Intersection Improvement project. The above mentioned funds do not require a match from the City.

This project has been bid twice. Each time, the apparent low bid was rejected by VDOT staff due to the contractor's inability to meet VDOT's Disadvantaged Business Enterprise (DBE) participation requirement of 4%.

Because of the project's limited cost, the DBE requirement of 4% does not provide a sufficient value of work to attract qualified DBEs. Therefore, City staff requested additional funding be identified for this project to facilitate prospective bidders including qualified DBEs.

Considerations:

City staff has been notified that VDOT will provide an additional \$136,000 of Safe Accountable Flexible Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU) HSIP funds for the Orange Avenue and Blue Hills Drive/Mexico Way Intersection Improvement project (additional \$122,400 in HSIP funds and an additional \$13,600 in State Match funds).

VDOT has provided a revised Appendix A (copy attached) for the above referenced project, dated July 12, 2013, which updates the project funding amounts. Appendix A indicates that the City is to provide \$2,900 from local funds. Should bids received for this project exceed the \$436,000 provided by VDOT, City staff will process a City Manager Transfer, transferring the additional amount needed from account 08-530-9775, City-wide Curb, Gutter, Sidewalk FY14 to the project account, 08-530-9719, Intersection Sight Distance Improvement - Orange Avenue/Blue Hills Drive.

Recommended Action:

Accept the additional award of SAFETEA-LU HSIP program funds in the amount of \$136,000 which will be allocated as set forth below.

Authorize the City Manager to execute the revised Appendix A to the Standard Project Administration Agreement for Federal-aid Projects for said project. Such Appendix A shall be in a form approved by the City Attorney.

Authorize the City Manager to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such additional funds in the amount of \$136,000 together with the original project appropriation of \$300,000 for the above referenced project, which may include a City Manager transfer of additional funds from the City as mentioned above or such funds as the City Manager deems appropriate.

Adopt the accompanying Budget Ordinance to increase the revenue estimate for VDOT funds by \$136,000 for the Orange Avenue and Blue Hills Drive/Mexico Way Intersection Improvement project and appropriate funding in the same amount to expenditure account 08-530-9719, Intersection Sight Distance Improvement - Orange Avenue/Blue Hills Drive.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

Sherman M. Stovall, Assistant City Manager for Operations

Robert K. Bengtson, P.E., Director of Public Works

Philip C. Schirmer, P.E., L.S., City Engineer

Mark D. Jamison, P.E., PTOE, Transportation Division Manager

Locally Adminstered App					470		1 174		Rev. Date	7/12/2013
Project Number: Project Location ZIP+4:	0460-128-312	2, P101, M501	UPC:	95 NS# 006704	178 316	******	Locality:	Locality Ado	City of Roanol dress (incl ZIP+4): 215 Ch	
Project Location 21P+4.			Locality Doi	13# 000704	310				Roanoke, VA 24011-1520	naion Avenue, 344,
	M126-34					Sept.			LANGUE L	
Scope: HSIP proje	ct to realign	and offset	left-turn lan	es and upgr	rade signals	to improve	safety at in	tersection o	of US 460 and Blue Hills	Drive/Mexico Way
From: US 460 at I	Blue Hills D									
To: Mexico Wa										
Locality Project Manager Co Department Project Coordin			n, PE 540-85	3-5471 uthers, PE 54	10-397-5409	mark.jamis			dot.virginia.gov	
Department Project Coordin	ator Contact i	IIIO:	Wilchelle Cart	iners, PE 54	10-367-3406		michelle.ca	ai uti iei s(wv	dot.virginia.gov	
					: Project I	stimates				
		Preliminary	Engineering	Right of Wa	y and Utilities	Consti	ruction	To	tal Estimated Cost	
Estimated Locality Project			,500		\$0		9,400	 	\$431,900	
Estimated VDOT Project Estimated Total Project			,500		\$0 \$0		000 1,400		\$7,000 \$438,900	
Estimated Total Project	C COSIS	1 97,	,500	<u> </u>	φU	Ψ43	1,400	FL	ψ+30,900	
		74.		Proj	ect Cost and	l Reimburse	ment			The state of the s
Phase	Estimated F	Project Costs		s type drop down box)	Local % Pa	rticipation for s Type		are Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement t Locality (Max. Reimbursement - Est VDOT Expenses)
Preliminary Engineering	\$7,	500	H	SIP)%		\$0	\$7,500	
								\$0	\$0	
								\$0 ***	\$0	
Total PE	\$7	,500						\$0 \$0	\$0 \$7,500	\$2,500
Right of Way & Utilities		50			0)%		\$0	\$0	Ψ2,300
								\$0	\$0	
Total RW	9	50					(\$0	\$0	\$0
Construction		8,500		SIP)%		\$0	\$428,500	
Total CN		900	Local	Funds	10	00%		,900	\$0	£426 E00
Total Estimated Cost		1,400 8,900			-			,900	\$428,500 \$436,000	\$426,500 \$429,000
otal Estimated Cost	V 40	5,500	<u> </u>	.	<u> </u>		1	,500	Ψ-50,000	ψ423,000
		Total Maxim	num Reimbu	rsement by	VDOT to Lo	cality (Less	Local Share)		\$436,00
	Estimated	Total Reimb	ursement b	y VDOT to L	ocality (Less	s Local Shar	e and VDO1	「Expenses)		\$429,00
					Project I	Financing		100		
HSIP	State	Match	Local	Funds						Aggregate Allocations (A+B+C+D+E+F)
\$392,400		,600		,900		-				\$438,900
This project shall be admi This project will be construe The Locality will continue of the Department, the local This is a limited funds pro Total project allocations	icted and mai to operate an ity inherently a oject. The Loc	intained in acc d maintain the agrees, by exe cality shall be r	VDOT's Local cordance with variety as con- cution of this a	ly Administere VDOT's Urban istructed. Sho agreement, to	d Projects Mar Manual uld the design make restitution	features of the	project be alt	tered by the Lo	ocality subsequent to project red by the Department.	completion without approve
Authorized Locality	Official and da	te	-							/DOT Official ation and Date
									Anthony For	rd. PE
Typed or printed name	of person sig	ning							Typed or printed nam	

Airport Access

ARRA

Betterment

CMAQ

Economic Development Access

Enhancement

Federal BR Funds

Federal Demo Funds

Federal Formula

Federal Interstate

HSIP

Local Match

Local Funds

Minimum Guarentee Equity Bonus

NHS

PTF

Public Lands

Recreational Access

Residue Parcel

Revenue Sharing

RSTP

Secondary

Scenic Byways

Soft match

State Match

State Funds

TEA 21 High Priority

Urban

Other

Urban Manual

Revenue Sharing Manual

Enhancement Manual

Locally Adminsitered Projects Manual

Standard Bullets for Agreements (copy & paste as necessary)

of the obligation.	th federal-aid Congestion Mitigation and Air (ese funds must be obligated within 24	months of allocation and expended within 48	months
obligation.	th federal-aid Highway Safety Improvement in tion by the CTB, Obligation deadline	- , ,	must be obligated within 12 months o	of allocation and expended within 36 months o	of the
the obligation.	th federal-aid Regional Surface Transportation by the CTB, Obligation deadline		inds must be obligated within 12 mont	hs of allocation and expended within 36 montl	hs of
The project will be con	nstructed and maintained in accordance	e with	(List Appropriate Guide or	Manual)	1
	without approval of the Department,			ect be altered by the Locality subsequent, to make restitution, either physical	
, ,	nue Sharing project and must follow the 3.1-23.05 of the <i>Code of Virginia</i> , this p	•		am. led by {date} or the project may be subje	ct to
This project is a Safe	Routes to Schools Project. The Project	t must be completed and allocat	ed funds expended within three ye	ears of the agreement having been signe	ed .
VDOT has billedVDOT has received		t) the locality for this project as of t) from the locality for this project as	of (da	,	
The Locality shall re	imburse the Department \$ re	eceived as an overpayment ir	excess of eligible project cost	S.	
The project will be constr	ucted and maintained in accordance with VI	DOT's:	(List Appropriate Guide or M	lanual)	ľ



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting Safe Accountable Flexible Efficient Transportation Equity

Act – A Legacy for Users (SAFETEA-LU) Highway Safety Improvement Program (HSIP) funds

from the Virginia Department of Transportation (VDOT) for the Orange Avenue and Blue Hills

Drive/Mexico Way Intersection Improvement Project; authorizing the City Manager to execute a

Revised Appendix A document in connection with such additional funds; and authorizing the

City Manager to take certain other actions in connection with such funds and such Project.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The City of Roanoke hereby accepts VDOT's additional award of SAFETEA-LU HSIP Program Funds in the amount of \$136,000, all as more fully set forth in the City Council Agenda Report dated August 5, 2013.
- 2. The City Manager is authorized to execute a VDOT Revised Appendix A, UPC: 95178, for the Orange Avenue and Blue Hills Drive/Mexico Way Intersection Improvement Project, which shall be substantially similar to the Revised Appendix A attached to the above mentioned City Council Agenda Report, and which shall be approved as to form by the City Attorney.
- 3. The City Manager is authorized to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such additional SAFETEA-LU HSIP Program funds in the amount of \$136,000, together with the original Project appropriation funds of \$300,000, for the above referenced Project, and which

may also include additional funds from the City as the City Manager deems appropriate, all as further set forth in the above mentioned City Council Agenda Report, with any such documents to be approved as to form by the City Attorney.

ATTEST:

City Clerk.

K:\GET\Measures\R- Additional VDOT funds for Orange Ave Blue Hills Drive Mexico Way Intersection Improvement Project.doc



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Virginia Department of Transportation to the Intersection Site Distance Improvement – Orange Avenue/Blue Hills Drive project, amending and reordaining certain sections of the 2013-2014 Capital Projects Fund Appropriations and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 Capital Projects Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

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$^{\prime}$	$\nu_1 \nu_2$	nau	

Appropriated from State Grant Funds 08-530-9719-9007 \$ 136,000

Revenues

VDOT – Intersection Site Distance

Improvement 08-530-9719-9719 136,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



CITY COUNCIL AGENDA REPORT

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Berglund-Farrell Donation of Two Radar Signs

Background:

The Berglund-Farrell Organization operates Berglund Chevrolet Buick on Williamson Rd. Their organization would like to donate two 12" LED display battery powered radar signs to the Roanoke Police Department in recognition of the department's commitment to keeping the streets safe. The donation includes the two signs, street smart speed tracking software, mounting brackets, two year warranty and shipping. The total retail value of the equipment donation is \$7,270.

The radar signs will be used to alert motorists to their speed and to track motorist speed trends on the roadways in which they are deployed. Berglund-Farrell Organization will purchase the equipment and deliver it to the Roanoke Police Department. No local match funding or grant account transactions are required for this donation.

Recommended Action:

Accept the donation described above and authorize the City Manager to execute the donation agreement and any related documents; all such documents to be approved as to form by the City Attorney.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

R. Brian Townsend, Assistant City Manager for Community Development

Christopher C. Perkins, Chief of Police

Amelia C. Merchant, Director of Management and Budget

T.a. 9.

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of a donation of two 12" LED display battery

powered Radar Signs, along with the software and equipment, to the Roanoke City Police

Department by Berglund Chevrolet Inc., dba Berglund Chevrolet Buick, and authorizing execution of

any and all necessary documents to accept the donation.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The City Manager is hereby authorized on behalf of the City to accept from Berglund

Chevrolet Inc., dba Berglund Chevrolet Buick, the donation of two 12" LED display battery powered

Radar Signs, along with the software and equipment, valued at \$7,270, with no matching funds

required by the City, to be used to alert motorists to their speed and to track motorist speed trends on

the roadways. This donation is more particularly described in the City Council Agenda Report dated

August 5, 2013.

2. The City Manager is hereby authorized to execute and file, on behalf of the City, any

documents required to accept such donation. All documents to be executed on behalf of the City

shall be approved as to form by the City Attorney.

ATTEST:





CITY COUNCIL AGENDA REPORT

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Public Art Action Plan for Fiscal Year 2014

Background:

On April 2, 2007, Roanoke City Council adopted the Public Art Site Plan by Resolution No. 37721-040207. According to the Site Plan, the Arts and Culture Coordinator is to present an annual Public Art Action Plan (PAAP) to the Roanoke Arts Commission (RAC) which will identify projects and estimated budgets for those prospective projects. The Public Art Site Plan also states that "Once approved by the RAC, the Public Art Action Plan is to be submitted to the City Manager for review and then to City Council for approval" before August 31 of each year.

At the July 16, 2013 meeting of the RAC, the Commissioners voted on and approved the PAAP and sites and an estimated budget for public art projects for FY 2014. Such PAAP was then submitted to the City Manager for review. The purpose of this report is to submit the recommendations of the RAC to City Council for approval.

Considerations:

The current amount available in the Percent for Art Account is \$132,407.82. For FY 2014 the RAC plans several small projects with the goal of building the Percent for Art account balance to be able to commission a major work or works for Elmwood Park. The RAC also feels it is best to have the Park open and be able to judge how the space is utilized by the public before placing art work there. As in the previous fiscal years, the RAC is maximizing use of available funding by collaborating with other organizations and City departments. Additionally, after recently reviewing the Public Art Plan, *Art For Everyone*, adopted on April 17, 2006, by Resolution No.37367-041706, the RAC determined almost all of the goals for that Plan have been met. Based on that review, the RAC recommends that that Plan be updated with community input. The RAC also wishes to expand its partnership with neighborhood groups and Roanoke City Schools.

Therefore, RAC recommends the following projects for the PAAP for FY 2014.

Purchase of Regional Art -- Since the City Art Show was discontinued the RAC has not been able to purchase regional art from that Show. The last purchase of regional art was in 2011 when the RAC purchased 2 pieces from the Roanoke

College Biennial. The RAC would like to dedicate up to \$7,500 with a goal of purchasing 3 works in FY 2014.

Budget: \$7,500 in Percent for Art Funds

Update of the Public Art Plan, *Art for Everyone* adopted by City Council on April 17, 2006, by Resolution No.37367-041706. The RAC plans to hold community workshops with national speakers on the latest trends in public art. These would be followed by community input sessions to assist in planning the next goals and actions for the City's Percent for Art Program.

Budget: \$5,000 in Percent for Art Funds

Wasena Mural Project -- The Wasena Neighborhood Forum has received a Neighborhood Grant to paint a mural under the Main Street Bridge. The mural would have visibility from the Roanoke River Greenway and the skate park. One goal is to discourage graffiti. The Forum hopes to work with some of the skaters and other youth. The RAC proposes matching the Forum's grant so the Forum can commission art with a greater impact. This will be the RAC's first project in this neighborhood.

Budget: \$5,300 in Percent for Art Funds

Painted Snow Plows - The Public Works Department suggested this project, which has been implemented in Raymore, Missouri. City staff will paint the shovels of a dozen snow plows white and deliver them to schools where the art teachers have volunteered to work with students to paint designs on them. They will then be returned to Public Works to be clear coated.

Budget: \$1,200 in Percent for Art Funds to purchase paint

Recommended Action:

Adopt the attached resolution which approves the Public Art Action Plan for Fiscal Year 2014.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

Brian Townsend, Assistant City Manager for Community Development

Susan Jennings, Arts and Culture Coordinator

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION approving a Public Art Action Plan for FY 2014.

BE IT RESOLVED by the Council of the City of Roanoke that Council hereby approves the Public Art Action Plan for FY 2014 as outlined in the City Council Agenda Report dated August 5, 2013, as a part of the City's Public Art Policy.

ATTEST:





CITY COUNCIL AGENDA REPORT

To:

Honorable Mayor and Members of City Council

Meeting:

August 5, 2013

Subject:

Architectural-Engineering Services for Renovation to First Floor and

Terrace of Main Library - Amendment to A/E Services Contract with

SFCS, Inc. and Appropriation of Additional Funds

Background:

The City entered into a contract with SFCS, Inc. (SFCS) dated October 10, 2012, to perform multiple phases of architectural and engineering services for the Renovation to the First Floor and Terrace of the Main Library project. In general, the initial phase of the Contract provided for a broad programming analysis of the entire Main Library as well as a more detailed programming effort for the first floor and mezzanine areas. In addition, SFCS' scope of services included the creation of CAD-based electronic drawings and the provision of planning and design services to include preparation of schematic, design development, and bid/construction documents. The fee for such services was \$229,140. The City desires to exercise its option to have SFCS provide services associated with other phases permitted under the Contract, to include those services required during the bid phase and the construction administration phase of the proposed Project. Those services were deferred under the original Contract.

After completion of the bid/construction documents services referred to above, City staff plans to proceed to bid the construction work for this project. A portion of the funding for this project will come from the anticipated sale of City-owned property on Peters Creek Road, originally purchased for a previously planned super-branch library. City staff recommends appropriating funding in the amount of \$650,000 from the Economic and Community Development Reserve Fund to this project account. City staff further recommends that when the property is sold, the funds received from such future sale be allocated to the reserve in accordance with the City's Reserve and Debt Management Policies.

Considerations:

This amendment is for the additional phases outlined above and as set forth in the Contract. City staff has negotiated an acceptable Contract Amendment with SFCS for an additional fee of \$128,000 for such additional services.

In addition to enhancing the basic services described through incorporation of bid and construction phase services, such Amendment will include, but may not be limited to, the additional services as described below:

- A. Additional structural services to incorporate proposed mezzanine infill, for new staff offices and children's mezzanine, and to accommodate poor soil conditions encountered in area where new terrace (deck) is to be constructed.
- B. Additional services related to increased work to the existing mezzanine and to the ceiling that covers the first floor and mezzanine, which include

programming and design services requiring architectural, interiors, mechanical and electrical services, as well as fire protection which was not anticipated at the time professional services were solicited.

- C. Additional services required to develop design and construction documents for a deck/terrace to be constructed at the rear of the library, to connect the building with Elmwood Park to the east, such documents being separate from those required for the first floor and mezzanine floors.
- D. The new "children's mezzanine" will necessitate expanded architectural and interior design scope to include egress, increased finishes, and special detailing at both the exterior window interface and at the interior face of mezzanine.

In addition to the above fee, other project expenses connected with the project's design and development may involve encountering unexpected conditions that may necessitate the consultant providing services over and above those stipulated above. Therefore, additional amendments may be needed to the Contract with SFCS to perform additional services as the project develops. However, the total of such other amendments is not expected to exceed an additional \$25,000 over and above the above mentioned amount of \$128,000, for total Contract Amendments not to exceed \$153,000. Funding is available in the project account 08-530-9975, Main Library-1st Floor Improvements.

Recommended Action:

Authorize the City Manager to execute additional amendments as mentioned above, approved as to form by the City Attorney, to the City's Contract with SFCS, Inc. in an amount not to exceed \$153,000 for additional professional services, including an Amendment for \$128,000 as set forth above.

Authorize the City Manager to take such actions and to execute such documents as may be necessary to provide for the implementation, administration, and enforcement of all such amendments to the above mentioned Contract with SFCS, Inc., as well as the Contract itself.

Appropriate funding in the amount of \$650,000 from the Economic and Community Development Reserve to the project account 08-530-9975-9003, Main Library - First Floor_Improvements.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

R. Brian Townsend, Assistant City Manager

Sherman M. Stovall, Assistant City Manager for Operations

Sheila Umberger, Director, Library Services

Philip C. Schirmer, City Engineer

p.T.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager's issuance and execution of additional Amendments to the City's Contract with SFCS, Inc. (SFCS) for additional professional architectural and engineering services for the Renovation to the First Floor and Terrace of the Main Library Project; and authorizing the City Manager to take certain other actions in connection with such Project.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The City Manager is authorized to issue and execute such additional Amendments as may be necessary to the City's Contract with SFSC, in an amount not to exceed an additional \$153,000 for additional professional architectural and engineering services for the Renovation to the First Floor and Terrace of the Main Library Project, all as more fully set forth in the City Council Agenda Report dated August 5, 2013.
 - 2. The form of such Amendments shall be approved by the City Attorney.
- 3. Such Amendments shall provide authorization for additions to the work, with an increase in the amount of the Contract, and provided that the total amount of such Amendments will not exceed an additional \$153,000, including an Amendment for additional architectural and engineering services referred to in the above mentioned City Council Agenda Report in an amount of \$128,000, all as set forth in the above mentioned City Council Agenda Report.
- 4. The City Manager is authorized to take such actions and to execute such documents as may be necessary to provide for the implementation, administration, and

enforcement of all such Amendments to the above	e mentioned Cont	ract with SFCS,	, as well as the
Contract itself.			

ATTEST:



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Economic and Community Development Reserve for the Main Library First Floor Improvements project, amending and reordaining certain sections of the 2013-2014 Capital Projects Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2013-2014 Capital Projects Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Appropriated from General Revenue 08-530-9975-9003 \$ 650,000

Fund Balance

Economic and Community Development 08-3365 (650,000)

Reserve - Unappropriated

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 5, 2013

Subject: Ordinance creating the VACo/VML Virginia Investment Pool Trust Fund

through joint exercise of powers with the City of Chesapeake

Background:

The Virginia Municipal League has requested the City's assistance in establishing a new investment program for local governments. The program will provide the means by which political subdivisions may invest jointly in relatively short-term, conservative fixed income investments which are authorized under state law. The program will be administered by VML/VACo Finance Corporation, the administrator for the VACo/VML Pooled OPEB Trust, in which the City has participated since 2008. The Virginia Investment Pool (VIP Trust Fund) will be a collective undertaking by the cities, counties, and towns of the Commonwealth in accord with Code of Virginia § 15.2-1300: Joint exercise of powers by political subdivisions. To establish the program, two local governments will jointly create a trust fund by adopting ordinances for this purpose, after which additional local governments are expected to join and participate over time.

Considerations:

The initial purpose of the VIP Trust Fund VACo/VML Virginia Investment Pool is to provide an investment alternative that local governments may use to invest assets that they intend to hold for six months or longer. The Pool's assets of the VIP Trust Fund will be professionally managed. Currently, VML/VACo Finance is being advised by three institutional fund managers on the structure of the initial portfolio. The initial Board of Trustees of the VIP Trust Fund will select the initial asset manager as one of its first items of business.

By participating in a pooled investment program, local governments will have <u>less</u> risk exposure to individual investments and enjoy <u>greater</u> liquidity than if they were to construct a similar portfolio on their own. The program is intended to supplement the Local Government Investment Pool (LGIP) which is administered by state government. The LGIP is structured as a money market fund offering daily liquidity. As such, LGIP's net rate of return (after expenses) currently is just 0.10%. In contrast, the VIP Trust Fund program will provide semi-monthly liquidity, thereby permitting the selection of underlying investments that produce higher rates of return than would an overnight fund. The VIP's net rate of return of the VIP Trust Fund (after expenses) is expected to be at least two-to-three times higher than LGIP rate of return.

In establishing the VIP Trust Fund program, VML and VACo are following a model that is identical to the successful VACo/VML Pooled OPEB Trust. The OPEB Trust, established in 2008, is today the largest pooled trust fund in the nation dedicated for the purpose of funding

health insurance and other post-employment benefits (OPEB). In establishing the OPEB Trust program, two local governments – Fairfax County and Henrico County – initially adopted ordinances to create a trust fund for that purpose. Similarly, VML and VACo have approached two local governments – the City of Roanoke and the City of Chesapeake – to establish the VIP Trust Fund program.

Upon adoption of an ordinance by each of the local governments, the VIP Trust Fund will be established and a Board of Trustees will be organized. The founding participants will automatically be entitled to representation on the Board of Trustees each for an initial two three-year terms. Initially, ten other voting trustees will be appointed by VML and VACo to one-year terms. Thereafter, trustees will be elected by participants in the VIP Trust Fund program. The Executive Directors of VML and VACo will serve in a non-voting *ex officio* capacity.

Following the organizational meeting of the Board of Trustees, VML and VACo will invite each city, town, and county in Virginia to participate in the VIP Trust Fund and provide each locality with a model ordinance. Those localities wishing to participate in the VIP Trust Fund will provide VML/VACO Finance with a copy of the approved ordinance and a copy of the written investment policy for the locality. Program operations are expected to commence by fall 2013.

Recommended Actions:

Adopt an ordinance to accomplish the following:

- 1. Establish a trust for the purpose of receiving investments by political subdivisions participating in the VACo/VML Virginia Investment Pool. The VIP Trust Fund will be established through the joint exercise of powers of the City of Chesapeake and the City of Roanoke. The City of Chesapeake's Council adopted their ordinance to participate in the VIP Trust Fund on July 19, 2013.
- 2. Agree to become a Participating Political Subdivision in the VACo/VML Virginia Investment Pool:
- 3. Designate the City Treasurer to serve as the City's trustee to the VIP Trust Fund and to determine what funds under the Treasurer's control, if any, will be invested in the VIP Trust Fund. The Treasurer will use her normal and customary discretion in determining whether, and to what extent, to invest in the VIP Trust Fund;

City Treasurer

Attachments:

Ordinance

VACo/VML Virginia Investment Pool Trust Fund Agreement

(Exhibit A)

Trust Joinder Agreement (Exhibit B)

Distribution:

Council Appointed Officers

Rita Bishop, Superintendent of Roanoke City Public Schools

Curtis D. Baker, Assistant Superintendent RCPS

VIRGINIA INVESTMENT POOL TRUST FUND AGREEMENT

THIS AGREEMENT (the "Agreement"), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 106 hereof and their successors (the "Board of Trustees"). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Section 2.2-4501 of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the "Trust Fund") hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART 1- GENERAL PROVISIONS

Section 100. APPLICATION.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

- A. <u>Administrator</u>. The term "Administrator" means the Virginia Local Government Finance Corporation (d/b/a "VML/VACo Finance") or any successor designated by the Board of Trustees to administer the Trust Fund.
- B. <u>Beneficial Interest.</u> The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund's assets.
- C. <u>Code</u>. The term "Code" means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.
- D. <u>Custodian</u>. The term "Custodian" means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.
- E. <u>Effective Date</u>. The term "Effective Date" means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.
- F. <u>Participating Political Subdivision</u>. The term "Participating Political Subdivision" means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.
- G. <u>Treasurer</u>. The term "Treasurer" means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the

beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, not shall the decision of any local governing body to become a Participating Political Subdivision under this Agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality's funds in the Trust Fund created under this Agreement.

- H. <u>Chief Investment Officer</u>. The term "Chief Investment Officer" means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term "Chief Investment Officer" may include certain individuals holding the title of "treasurer" for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.
- I. <u>Fiscal Year</u>. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.
- J. <u>Investment Policy</u>. The term "Investment Policy" means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.
- K. <u>Prudent Person.</u> A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.
 - L. State. The term "State" means the Commonwealth of Virginia.
- M. <u>Trust Fund</u>. The term "Trust Fund" means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.
- N. <u>Trust Joinder Agreement</u>. The term "Trust Joinder Agreement" means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.

- O. <u>Trustees</u>. The term "Trustees" means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 106 hereof and their successors.
- P. <u>Virginia Code</u>. The term "Virginia Code" means the laws embraced in the titles, chapters, articles and sections designated and cited as the "Code of Virginia," under the laws of the State.

Section 102. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

- A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of the Virginia Code (2.2-4500 et. seq.)
 - 1. <u>Authority of the Trustees</u>. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.
 - 2. <u>Trustees' Liabilities</u>. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney's fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.
 - 3. <u>Standard of Review</u>. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees' decision or action and not by hindsight.

- 4. <u>Limitations on Liabilities</u>. The Trustees' responsibilities and liabilities shall be subject to the following limitations:
 - (a) The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.
 - (b) The Trustees shall be responsible only for money actually received by the Trustees, and then to the extent described in this Agreement.
 - (c) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.
 - (d) The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.
 - (e) The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.
- B. <u>Reliance on Counsel</u>. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.
- C. <u>Meetings</u>. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present,

shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11th edition) shall be the parliamentary authority for the Board of Trustees.

- D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.
- E. <u>Execution of Documents</u>. A certificate signed by a person designated by the Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.
- F. Appointment and Removal of Administrator. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving. Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.
- G. <u>Duty to Furnish Information</u>. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.
- H. <u>Reliance on Communications</u>. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 103. ADMINISTRATIVE POWERS AND DUTIES.

A. <u>Trustees</u>. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), and subject to the requirements and limitations imposed by the common

law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et seq.), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

- 1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.
- 2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments, proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.
- 3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.
- 4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.
- 4. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
- 5. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.
- 6. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 103 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund;

provided, however, the Board of Trustees need not take any action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

- 7. To adopt rules and regulations governing the Trustees' operations and procedures.
- 8. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.
- 9. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee levels.
- 10. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.
- 11. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.
- 12. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.
- 13. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.
- 14. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.
- 15. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.
- 16. To contract for, purchase or otherwise procure insurance and investment products.
- B. <u>Administrator</u>. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement

and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 104. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

- A. <u>Taxes</u>. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.
- B. Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 105. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 919 E. Main Street, Suite 1100 Richmond, VA 23219.

Section 106. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

- A. <u>Appointment of Trustees and Length of Appointment</u>. The number of Trustees serving on the Board of Trustees shall be fourteen (14).
 - 1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting ex officio trustee, and (f) the Executive Director

of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of VACo and VML shall serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021 (the "Fiscal Year 2021 annual meeting"), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018. Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

- 3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.
- 4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

- 5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.
- 6. At each annual meeting of the Treasurers and Chief Investment Officers, the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to another seat.
- 7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision. In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.
- 8. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

B. Resignation of a Trustee.

- 1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.
- 2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.
- C. <u>Removal of a Trustee</u>. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in

Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

- Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of D. this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.
- E. <u>Trustees' Rights</u>. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 107. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

- A. <u>General</u>. All such assets shall be held by the Trustees in the Trust Fund.
- B. <u>Contributions</u>. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.
- C. <u>Applicable Laws and Regulations</u>, The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.
- D. <u>Accumulated Share</u>. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

- A. <u>Authority of Trustees</u>. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.
- B. <u>Investment Policy</u>. The Board of Trustees, as its primary responsibility under this Agreement, shall develop a written Investment Policy establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policy, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policy shall serve as the description of the funding policy and method for the Trust Fund.
- C. <u>Investment Advisor</u>. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors ("Investment Advisor"), pursuant to a written investment advisory agreement with each, describing the powers and duties of the Investment Advisor with regard to the management of all

or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund's investments, the performance of the Investment Managers and their consistency with the objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. <u>Investment Managers</u>. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers ("Investment Manager"), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

- 1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and
- 2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

- E. <u>Custodians</u>. The Custodian(s) shall provide monthly statements to each participant and at the request of the Board of Trustees certify the value of any property of the Trust Fund managed by the Investment Manager(s). The Trustees shall be entitled to rely conclusively upon such valuation for all purposes under the Trust Fund.
- F. Absence of Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 102 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.
- G.. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.
- H. <u>Commingling Assets</u>. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

- A. <u>Trust Payments</u>. The Board of Trustees hereby delegates to the Administrator the responsibility for making payments from the Trust Fund. In accordance with rules and regulations established by the Board of Trustees, the Administrator shall make payments from the Trust Fund as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Payments shall be made in such manner, in such amounts and for such purposes as may be directed by the respective Treasurer or Chief Investment Officer. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.
- B. <u>Allocation of Expenses</u>. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT OPTIONS.

The Trustees shall initially establish one (1) investment option within the Trust Fund pursuant to the Investment Policy, for communication to, and acceptance by, Treasurers and Chief Investment Officers. Following development of the initial "investment option" pursuant to the Investment Policy, the Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief Investment Officers, as alternatives to the initial investment option. The determination to add alternative investment options to the Investment Policy, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Notwithstanding anything in this agreement to the contrary, the Board of Trustees, in its sole discretion, may establish a separate, short-term investment option or fund, to facilitate contributions, disbursements or other short-term liquidity needs of the Trust or of particular

Participating Political Subdivisions. Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

<u>PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS</u>

Section 300. APPLICATION.

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

- A. Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.
- B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.
- C. <u>Continuing as a Participating Political Subdivision</u>. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating

Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

- A. <u>Places of Meetings</u>. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.
- B. <u>Annual Meetings</u>. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1st and October 31st as shall be designated by resolution of the Board of Trustees.
- C. <u>Special Meetings</u>. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.
- D. <u>Notice of Meetings</u>. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates, determination of vote allocations, and other such matters.
- E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.
- F. <u>Voting</u>. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand (\$250,000)

dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth* (10th) Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent* (20%) of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or elected official of his/her Participating Political Subdivision to cast his/her votes in person at the meeting.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

PART 4 – PROVISIONS APPLICABLE TO OFFICERS

Section 401. ELECTION AND REMOVAL OF OFFICERS.

- A. <u>Election of Officers; Terms</u>. The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.
- B. <u>Removal of Officers; Vacancies</u>. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths (¾) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

A. <u>Duties, generally</u>. The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the

Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

- B. <u>Duties of the Chairperson</u>. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.
- C. <u>Duties of the Vice-Chairperson</u>. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.
- D. <u>Duties of the Secretary</u>. The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. TITLES.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. <u>AMENDMENT OR TERMINATION OF THIS AGREEMENT;</u> TERMINATION OF PLANS.

- A. <u>Duration.</u> The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.
- B. <u>Amendment</u>. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. <u>Withdrawal and Termination</u>. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political

Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination have been complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 et seq.). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708 or 2.2-3708.1 of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where

they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the members of the initial Board of Trustees has executed this Trust Agreement.

Date:	
	Treasurer, City of Chesapeake
Date:	Treasurer, City of Roanoke
Date:	Designee of Virginia Municipal League
Date:	Designee of Virginia Municipal League
Date:	Designee of Virginia Municipal League
Date:	Designee of Virginia Municipal League
Date:	Designee of Virginia Municipal League
Date:	Designee of Virginia Association of Counties

DRAFT - REVISED JULY 26, 2013

Date:	
	Designee of Virginia Association of Counties
Date:	Designee of Virginia Association of Counties
Date:	Designee of Virginia Association of Counties
Date:	Designee of Virginia Association of Counties
Accepted by the Administrator	
VIRGINIA LOCAL GOVERNMENT FINANCE CORPORATION	
Rv	

Draft – revised 7-18-13 EXHIBIT B

TRUST JOINDER AGREEMENT FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE VAC₀/VML VIRGINIA INVESTMENT POOL

THIS TRUST JOINDER AGREEMENT is made by and between the Treasurer/Chief Investment Officer of the City of Roanoke, Virginia (herein referred to as the "Treasurer/Chief Investment Officer"), the City of Roanoke, Virginia (herein referred to as the "Participating Political Subdivision"), and the Board of Trustees (herein collectively referred to as the "Trustees") of the VACo/VML Virginia Investment Pool (herein referred to as the "Trust Fund").

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to establish a trust for the purpose of investing moneys belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Treasurer/Chief Investment Officer to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the Treasurer's/Chief Investment Officer's control shall be invested in the Trust Fund, and has authorized the Treasurer/Chief Investment Officer to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement"), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

WHEREAS, the Treasurer/Chief Investment Officer, upon the authorization of the governing body of the City of Roanoke, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable the City of Roanoke, Virginia, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees' acceptance of this Trust Joinder Agreement, the City of Roanoke, Virginia, is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Treasurer/Chief Investment Officer is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of the City of Roanoke, Virginia, in the Trust Fund in accordance with the Agreement.

- 2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.
- 3. The Treasurer/Chief Investment Officer shall deposit moneys into a depository designated by the Trustees.
- 4. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.
- 5. The Treasurer/Chief Investment Officer shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Treasurer/Chief Investment Officer shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.
- 6. The Trust Fund provides administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.
- 7. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.
- 8. The Treasurer/Chief Investment Officer and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.
- 9. The Treasurer/Chief Investment Officer, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.
- 10. The term of this Trust Joinder Agreement shall be indefinite. The Treasurer/Chief Investment Officer may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

IN WITNESS WHEREOF, the Treasurer/Chief Investment Officer has caused this Trust Joinder Agreement to be executed this _____ day of August, 2013.

TREASURER/CHIEF INVESTMENT OFFICER OF THE CITY OF ROANOKE, VIRGINIA

	Evelyn W. Powers, Treasurer
ATTEST:	
City Clerk of the City of Roanoke, Virginia	_
	* * * *
	ACCEPTANCE:
	VACo/VML VIRGINIA INVESTMENT POOL Virginia Local Government Finance Corporation
	By:Administrator



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 5, 2013

Subject: VACo/VML Virginia Investment Pool Trust Fund

I concur with the recommendation from Evelyn W. Powers, City Treasurer for the City of Roanoke, with respect to the subject referenced above. I recommend that City Council adopt an ordinance accomplishing the matters outlined in the Treasurer's report.

Christopher P. Morrill

City Manager

Distribution: Council Appointed Officers

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the Treasurer of the City of Roanoke to execute a Joint Exercise of Powers Agreement between the City of Chesapeake and the City of Roanoke for creation of the VACo/VML Virginia Investment Pool and to establish a Trust, Trusts, or equivalent arrangements for the purpose of investing moneys determined to derive most benefit from this investment strategy, belonging to or within the City's control, other than Sinking Funds, in certain authorized investments in accordance with Section 2.2-4501 of the Code of Virginia, 1950, as amended; authorizing the Treasurer of the City of Roanoke to execute any and all documents necessary; and dispensing with the second reading of this ordinance by title.

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government;

WHEREAS, Section 2.2-4501 of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments;

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the

Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section;

WHEREAS, any two or more political subdivisions may enter into agreements with one another for joint action pursuant to the provisions of Section 15.2-1300 of the Virginia Code provided that the participating political subdivisions shall approve such agreement before the agreement may enter into force;

WHEREAS, Evelyn W. Powers, the duly elected Treasurer of the City of Roanoke, has the authority and responsibility under Virginia law to determine the manner in which City funds under her control will be invested; and

WHEREAS, the City of Chesapeake, Virginia, and the City of Roanoke, Virginia, have determined to jointly establish and participate in the VACo/VML Virginia Investment Pool (the "VIP Trust Fund") for each such city.

NOW, THEREFORE, be it ordained by the City Council of the City of Roanoke, Virginia:

1. That the City Council of the City of Roanoke does hereby establish a trust pursuant to Section 2.2-4501 of the Virginia Code for the purpose of investing moneys determined to derive most benefit from this investment strategy, belonging to it or within its control, other than sinking funds, in certain authorized investments, in the form set forth in the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement"), in a form approved by the City Attorney and substantially the same form as that attached to the City Council Agenda Report dated August 5, 2013 as Exhibit "A."

2. That the City Council of the City of Roanoke does hereby agree to become a "Participating Political Subdivision" in the "VACo/VML Virginia Investment Pool" (hereinafter, the "VIP Trust Fund"), as further defined in the Agreement.

3. That the City Council of the City of Roanoke does hereby designate its Treasurer, Evelyn W. Powers, to serve as the trustee of the City of Roanoke with respect to the VIP Trust Fund and to determine what funds under the Treasurer's control shall be invested in the VIP Trust Fund.

4. That the City Council of the City of Roanoke does hereby authorize the Treasurer, Evelyn W. Powers, to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under VACo/VML Virginia Investment Pool ("Trust Joinder Agreement"), in a form approved by the City Attorney and substantially the same form as that attached to the City Council Agenda Report dated August 5, 2013 as Exhibit "B".

5. This ordinance shall be in force and effect upon passage of this ordinance and the passage of a similar ordinance by the City Council for the City of Chesapeake, Virginia, approving its participation in the Trust Fund as a Participating Political Subdivision and such other events as are required under the definition of "Effective Date" in the Agreement.

6. That the Treasurer, Evelyn W. Powers, will present a report to the City Council when the VIP Trust Fund's investment policy is drafted.

7. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this Ordinance by title is hereby dispensed with.

ATTEST:

City Clerk